

Don't Contracts

Commit on

AMERICAN FEDERATION OF LABOR

AMERICAN FEDERATION OF LABOR BUILDING
WASHINGTON, D. C.
NATIONAL B 1870



October 6, 1955

Mr. Jacob Feldenberg

Executive Director

President's Committee on Government Contracts

Washington, D. C.

Dear Mr. Feldenberg:

This is in further reply to your letter of June 29 with

particular reference to the complaint filed by the National

Association for the Advancement of Colored People against

Glenn Service Refining Corporation, Lake Charles Metal

Trades Council and Local 964, International Brotherhood

of Teamsters, A.F. of L., Lake Charles, Louisiana.

In response to my request for information regarding the

allegation of discrimination contained in the complaint,

President James A. Brown of the Metal Trades Department,

A.F. of L., and President David Beck of the International Brother-

hood of Teamsters, A.F. of L., have been in contact with their

respective affiliates, Lake Charles Metal Trades Council

and Teamsters Local 964.

Lake Charles Metal Trades Council acknowledges that, as

the complaint alleges, the company has not employed Negroes

in the maintenance and operating departments nor have they

hired Negroes as laborers. The Council, however, disavows

any responsibility for the company's hiring practices. In

a letter to President Brown, the business manager of the

Lake Charles Metal Trades Council states:

"We, of course, have no control over the company's hiring practices. I have made it clear to the Board (NLRB) agent that we have never requested such a policy. This policy has never been a topic of conversation or discussion between the company and the union...."

October 6, 1955

Mr. Jacob Goldensberg

"We are not opposed to the hiring of
 no race into what have historically been
 white groups, nor do we oppose the hiring
 of white people into the labor group. The
 decision of who will be hired for each job
 vacancy is a company function, reserved to
 them and the management. This clause of
 Article X, Section 1, paragraph 24."

It is stated that the situation in the community of Chicago is such that the Chicago Hotel Trades Council and Lake Charles Hotel Service Holding Corp. are not in a position to enter into a collective bargaining agreement with the United Brotherhood of Carpenters and Joiners of America. The Chicago Hotel Trades Council and Lake Charles Hotel Service Holding Corp. are not in a position to enter into a collective bargaining agreement with the United Brotherhood of Carpenters and Joiners of America. The Chicago Hotel Trades Council and Lake Charles Hotel Service Holding Corp. are not in a position to enter into a collective bargaining agreement with the United Brotherhood of Carpenters and Joiners of America.

As for present employees, the company intends to abide by the terms of its government contracts and in the future, if the collective bargaining agreements, both of which provide for a right of representation, are renewed, the company will be bound to give representation agreements that may be found to be restrictive or to have a restrictive effect thereon as equally of job opportunities for concerned, will be made the subject of the representation at the expiration of the existing contract; but in all matters subject to collective bargaining, the company shall be bound strictly by the laws of the United States and/or the State of Louisiana.

"As to new hires, the company intends to remain in full compliance with the terms of its government contracts and collective bargaining agreements, irrespective of any popular sentiment favoring the establishment or maintenance of racial lines in job classifications. This does mean the company may hire qualified people of any race or color for any particular type of work. This does mean that qualified negro applicants for a particular job will receive the same consideration as qualified white applicants, and will not be discriminated against because of race or color."

"This does NOT mean that the company is going to discriminate against qualified white

October 6, 1955

- 3 -

Mr. Jacob Reidenberg

applicants by deliberately seeking out applicants of other races in an effort to maintain any kind of racial quota or to make a "showing" of any kind.

The business manager of the Lake Charles Hotel Trades Council in forwarding a copy of this letter to us comments:

"Needless to say, we agree with the statements made by Mr. Mann."

In summary, it appears that the pattern of employment practices under which Negroes are limited to only a relatively few jobs at the Lake Charles Hotel is fairly typical of the prevailing pattern in the oil industry in the South. It is the union's view, however, that this situation is primarily the result of decisions by the employer who has sole responsibility for hiring.

Under these circumstances, and in the absence of any further specific proposals by the company, there would appear to be no additional step which the union could take at this time to alter the present employment practices. If the company will institute specific changes in its hiring and employment policies, we will exert every effort to persuade the union to cooperate with the employer in a joint effort to assure equal employment opportunity.

Let me assure the Committee of our continued support for its program of equal employment opportunity and of our intention to do everything possible to cooperate in the elimination of any discrimination in employment that may exist in this or other industries.

Sincerely yours,

(Signed) GEORGE MEANY

President
American Federation of Labor

lrm/mg

cc: Dave Beck
James A. Brownlow

My apologies for the delay in replying to your letter of July 15th in regard to a complaint which has been presented to the President's Committee on Government Contracts by the N.A.A.C.P. on behalf of a group of employees in the oil refinery industry. This delay was due to the investigation and correspondence necessary to obtain the information.

A portion of the complaint Part II, paragraphs 5 through 10 involves Cities Service Refining Corporation, Lake Charles Metal Trades Council and Local No. 969 International Brotherhood of Teamsters in Lake Charles, Louisiana. Paragraphs 5 through 10 state the names and duties of the complainants who are members of Local 969 of the International Brotherhood of Teamsters or are members of the bargaining unit. Paragraphs 11 and 12 recognize the collective bargaining agreement between Cities Service Refining Corporation and Lake Charles Metal Trades Council and the fact that the complainants are in the

Dear Sir and Brother:

Re: Cities Service Refining Corporation,
Lake Charles Metal Trades Council and
Local 969 International Brotherhood of
Teamsters

Mr. George Meany, President
American Federation of Labor
901 Massachusetts Avenue Northeast
Washington 1, D. C.

September 13, 1955

DRAFT
ADMINISTRATIVE FILE
Government Contracts Committee
X M.A.A.C.P.
X 8 969

Mr. George Henry - 2 - September 13, 1955

collective bargaining unit for which agreements are negotiated. Paragraph 13 through 19 alleges that the Lake Charles

Metal Trades Council, and Local No. 969, International Brotherhood of Teamsters and Cities Service Refinery have conspired in certain matters to discriminate against the complainant and all other workers in violation of the collective bargaining

agreement. As a result of the investigation and the information forwarded to me I so advised that the discriminatory allegations in the complaint are without foundation and not true.

One allegation in that Local 969 does not permit any negroes to belong to the main unit of its organization but allows them to maintain membership only in a segregated section, however, I so advised that they are not segregated as such.

The charge alleging collusion between Cities Service Refining Corporation and Lake Charles Metal Trades Council and Local No. 969, International Brotherhood of Teamsters in refusing to admit complainant and all other negroes to the Company's apprenticeship training program is without foundation, as I so

advised that the Company does not maintain an apprenticeship program.

A further charge that the Council and Local No. 969 have conspired with the Company to deny and have denied the complainant and other negro employees the right to be promoted and up-graded outside of general labor classification solely because of their race and color, is not true, because it is set up on Cret Jurisdiction and Unit Seniority.

I so informed that as far as the Teamsters are concerned there is no difference in the negro and white rates of pay.

September 13, 1955

- 3 -

Mr. George Meany

seniority rights and jobs held in that plant.

I trust the above information is sufficient for your

reply to Mr. Salendberg, the Executive Director of the

President's Committee on Government Contracts.

With all good wishes, I am

Fraternally yours,

DB:KON:el

D R A F T

September 13, 1953

Mr. George Meany, President
American Federation of Labor
601 Massachusetts Avenue Northeast
Washington 1, D. C.

Re: Cities Service Refining Corporation,
Lake Charles Metal Trades Council and
Local 969 International Brotherhood of
Tanners

Dear Sir and Brother:

My apologies for the delay in replying to your letter of
July 15th in regard to a complaint which has been presented to
the President's Committee on Government Contracts by the

M.A.A.C.P. on behalf of a group of employees in the oil refin-
ery industry. This delay can be due to the investigation and

correspondence necessary to obtain the information.

A portion of the complaint Part II, paragraphs 5 through

19 involves Cities Service Refining Corporation, Lake Charles

Metal Trades Council and Local No. 969 International Brother-

hood of Tanners in Lake Charles, Louisiana. Paragraphs 5

through 10 state the names and duties of the complainants who

are members of Local 969 of the International Brotherhood of

Tanners or are members of the bargaining unit. Paragraphs 11

and 12 recognize the collective bargaining agreement between

Cities Service Refining Corporation and Lake Charles Metal

Trades Council and the fact that the complainants are in the

Mr. George Mandy - 2 - September 13, 1955

collective bargaining unit for which agreements are negotiated. Paragraph 13 through 19 alleges that the Lake Charles

Metal Trades Council, and Local No. 969, International Brotherhood of Teamsters and Citizens Service Machinery have conspired in overtime matters to discriminate against the complainants and all other negroes in violation of the collective bargaining

agreement. As a result of the investigation and the information forwarded to me I am advised that the discriminatory allegations in the complaint are without foundation and not true. One allegation is that Local 969 does not permit any negroes

to belong to the main unit of the organization but allows them to maintain membership only in a segregated section, however, I am advised that they are not segregated in such.

The charge alleging collusion between Citizens Service Metal Trades Council, and Lake Charles Metal Trades Council and Local No. 969, International Brotherhood of Teamsters in refusing to admit complainants and all other negroes to the Company's

apprenticeship training program is without foundation, as I am advised that the Company does not maintain an apprenticeship

program. A further charge that the Council and Local No. 969 have conspired with the Company to deny and have denied the com-

plaintants and other negro employees the right to be promoted and up-graded outside of general labor classification solely because of their race and color, is not true, because it is set up as Craft jurisdiction and Unit Seniority.

I am informed that as far as the Teamsters are concerned there is no difference in the negro and white rates of pay.

DR:KON:al

Fraternally yours,

With all good wishes, I am

President's Committee on Government Contracts.

Reply to Mr. Seldenberg, the Executive Director of the

I trust the above information is sufficient for your

seniority rights and jobs held in that plant.

Mr. George many

- 3 -

September 13, 1955

Wright the enclosed letter
on our letterhead with
the B.C. sig
Lem

Enclosure

Sincerely yours,
John E. McCarty

My apology for the delay in sending you a proposed draft of a letter to Mr. George Kenny, President of the American Federation of Labor regarding the above charges. I was under the impression that a letter had already been sent. In my opinion the information contained in the enclosed draft of the letter to Mr. Kenny is sufficient. However, if you feel that an additional explanation is needed please advise.

Dear Sir:

Re: N.A.A.C.P. Charles
Lake Charles, Louisiana

Mr. Einar Kohn
Assistant to the General President
International Brotherhood of Teamsters,
Cheffeters, Warehousemen &
Helpers of America
26 Louisiana Avenue
Washington 1, D. C.

September 10, 1955

736 BOWEN BUILDING
WASHINGTON 5, D. C.
TELEPHONE REPUBLIC 7-1717

Law Offices of
J. ALBERT WOLL
GENERAL COUNSEL, AMERICAN FEDERATION OF LABOR

J. ALBERT WOLL
WILLIAM E. YARD
ROBERT I. WATSON
JOHN E. MCKARTY
RICHARD B. MARK

DRAFT

September 13, 1955

Mr. George Meany, President
American Federation of Labor
American Federation of Labor Building
901 Massachusetts Avenue Northwest
Washington 1, D. C.

Re: Cities Service Refining Corporation,
Lake Charles Metal Trades Council and
Local 969 International Brotherhood of
Teamsters

Dear Sir and Brother:

My apologies for the delay in replying to your letter of July 15th in regard to a complaint which has been presented to the President's Committee on Government Contracts by the N.A.A.C.P. on behalf of a group of employees in the oil refinery industry. This delay was due to the investigation and correspondence necessary to obtain the information.

A portion of the complaint Part II, paragraphs 5 through 19 involves Cities Service Refining Corporation, Lake Charles Metal Trades Council and Local No. 969 International Brotherhood of Teamsters in Lake Charles, Louisiana. Paragraphs 5 through 10 lists the names and duties of the complainants who are members of Local 969 of the International Brotherhood of Teamsters or are members of the bargaining unit. Paragraphs 11 and 12 recognize the collective bargaining agreement between Cities Service Refining Corporation and Lake Charles Metal Trades Council and the fact that the complainants are in the collective bargaining unit for which agreements are negotiated.

Paragraph 13 through 15 alleges that the Lake Charles Metal Trades Council, and Local No. 969, International Brotherhood of Teamsters and Cities Service Refinery have conspired in certain matters to discriminate against the complainants and all other negroes in violation of the collective bargaining agreement. As a result of the investigation and the information forwarded to me I am advised that the discriminatory allegations in the complaint are without foundation and not true. One allegation is that Local 969 does not permit any negroes to belong to the main unit of its organization but allows them to maintain membership only in a segregated section, however, I am advised that they are not segregated as such. The charge alleging collusion between Cities Service Refining Corporation and Lake Charles Metal Trades Council and Local No. 969, International Brotherhood of Teamsters in refusing to admit complainants and all other negroes to the company's apprenticeship training program is without foundation, as I am advised that the company does not maintain an apprenticeship program. A further charge that the Council and Local No. 969 have conspired with the company to deny and have denied the complainants and other negro employees the right to be promoted and up-graded outside of General Labor classification solely because of their race and color, is not true, because it is set up on Craft Jurisdiction and Unit Seniority. I am informed that as far as the Teamsters are concerned there is no difference in the negro and white rates of pay,

seniority rights and jobs held in that plant.

I trust the above information is sufficient for your
reply to Mr. Seidenberg, the Executive Director of the
President's Committee on Government Contracts.

With all good wishes, I am

Sincerely and fraternally,

Dave Beck
General President

ADMINISTRATIVE FILE
Government Contracts
Committee on
X N.A.A.C.P.
GENERAL COUNSEL, AMERICAN FEDERATION OF LABOR
J. ALBERT WOLL
LAW OFFICES OF
736 BOWEN BUILDING
WASHINGTON 5, D. C.
TELEPHONE REPUBLIC 7-1717
▲
August 10, 1955
Mr. Elmer O. Kohn, Assistant to
the General President of
International Brotherhood of
Teamsters, Chauffeurs, Warehousemen &
Helpers of America
25 Louisiana Avenue, N. E.
Washington 1, D. C.
Re: NAACP Charges, Lake Charles,
Louisiana
Dear Mr. Kohn:
Receipt is acknowledgment of your letter of August 10,
1955 enclosing photostatic copy of correspondence of Mr.
George Meany, President, AFL, your office, and Mr. Murray
Miller of the Southern Conference of Teamsters in regard
to the above matter.
Sincerely yours,
John R. McGarry
JRM:cc/mcc

ADMINISTRATIVE FILE
Government Contract
Committee on
X M.A.U.C.P.
1 8 969

August 10, 1955

Mr. J. Albert Woll
Bowen Building
821 Fifteenth, N. W.
Washington, D. D.

Dear Sir:
Re: NAACP Charge, Lake Charles,
Louisiana

Enclosed is a photostatic copy of correspondence between
George Meany, the office and Murray Miller of our
Southern Conference of Leaders. This file is for your
office.
Yours very truly,

Elmer C. Mohn, Assistant to
the General President.

EOM:aw
enc.

FROM THE OFFICE OF
DAVE BECK, GENERAL PRESIDENT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS



OFFICE OF
CHAIRMAN AND DIRECTOR
1822 IGT BUILDING
48

THE SOUTHERN CONFERENCE OF TEAMSTERS

AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD

OF
TEAMSTERS • CHAUFFEURS • WAREHOUSEMEN & HELPERS
OF AMERICA • A. F. OF L.

PHONE RIVERSIDE 4763
DALLAS, TEXAS

July 28, 1955

Mr. Dave Beck, General President
International Brotherhood of Teamsters
25 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Sir and Brother:

Re: NAACP Charges, Lake Charles,
Louisiana

My apology for the delay in replying to your letter of July 19th in regard to charges filed against our unions in Lake Charles, Louisiana. On July 22nd I wrote to Local 969 requesting that they furnish me with the facts of this case and did not receive a reply, which resulted in the delay in answering your letter.

I called the business representative of the Local Union today and he promised to send you via air mail special delivery a copy of the charges filed with the NLRB and a copy of our reply to those charges.

He advised me that the charges hinge around the request of negro employees of the City Service Refining Company that they be permitted to exercise seniority in choosing jobs and positions from one craft to another. Our representative states that this would not be in accordance with the terms of the contract and that the only way our organization enters into the charges is that some of our negro members wanted him to permit them to bid on other craft jobs such as Operating Engineers, Plumbers, etc. He told them that he was not able to do that and claims that is the only way we are involved.

He further states that as far as the Teamsters are concerned there is no difference in the negro and white rates of pay, seniority rights, and jobs held in that plant.

Mr. Dave Beck, General President
Page 2
July 28, 1955

If the material you receive from Local 969 is not
sufficient please advise and we will send a representative
in and make a thorough investigation.

With best wishes, I remain

Fraternally yours,

Murray H. Miller
Murray H. Miller
Chairman

M:M:bb

Walter **WESTERN UNION** *Walter* ↑

URIC7 75 JUL 28 PM 1 54

D LUMS PD-FRE MILLER TEX SO 1220PM
DAVE DECK, NEW ORLEANS JUL 28 1955
INTERNATIONAL MEMORANDUM OF UNDERSTANDING
ES LOUISIANA AND NORTH WEST ARKANSAS
LETTER IN MAIL THIS DATE REGARDING LETTER FROM GEORGE
MEANY

D E MILLER JUL 28 1955

FAA
JUL 28 1955

ADMINISTRATIVE FILE ✓
Government Contracts
Committee on
X H.A.A.C.P.
2969

1270 (1-55)

John

WESTERN UNION

SENDING BLANK

John



MDV DL PD INT. BRO. TEAMSTERS, JULY 28, 1955

MURRAY W. MILLER
1522 ICT BUILDING
DALLAS, TEXAS

NO REPLY RECEIVED TO LETTER OF JULY 19 requesting
INFORMATION IN RE LETTER FROM GEORGE MEANY.

DAVE BECK

ADDW

Send the above message, subject to the terms on back hereof, which are hereby agreed to

PLEASE TYPE OR WRITE PLAINLY WITHIN BORDER—DO NOT FOLD

1209—(12-50)

DAVE BUCK, GENERAL, PRESIDENT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
FROM THE OFFICE OF

Enclosure
DB:al

Dear Sir and Brother:
Mr. Murray A. Miller, Chairman
Southern Conference of Teamsters
1522 IGT Building
Dallas, Texas
There is forwarded for your attention a photostatic
copy of letter received from Mr. George Henry, President
American Federation of Labor, under date of July 15, 1955.
Will you please state in the benefit of your knowledge of
this situation whether I will have the full facts before
no before meeting President Henry's letter. Your early
attention will be appreciated.
Truly yours,

July 19, 1955

FOLLOW FILE
DATE 27, 1955
BY Mr. Miller

ADMINISTRATIVE FILE
Document on file
X M.A.C.P.
8967

AMERICAN FEDERATION OF LABOR BUILDING
WASHINGTON, D. C.
NATIONAL B-3870

Mr. Dave Beck, President
International Brotherhood of Teamsters
100 Indiana Avenue, N.W.
Washington, D.C.

This complaint charges discrimination against negro employees in the oil refinery industry. The complaint, among others, lists the Citizens Service Refining Corporation, the Lake Charles Metal Trades Council and Local 969 of the International Brotherhood of Teamsters, Lake Charles, Louisiana.

in each of the cases the complainants, all of whom are Negroes, allege that they are in the collective bargaining unit of the specified union or unions and that these unions, in conspiracy with the company named in the complaint, discriminate against the complainants, and all other Negroes. This, according to the complaint, is in violation of the collective bargaining agreement not to force

Why all good wishes, I am

President
American Federation of Labor

1/22
and 10/27/78

COMPLAINT

SUBJECT: Discrimination Against Negro Employees In the Oil Refining Industry in Violation of Contractual Agreements With the United States Government

TO : President's Committee on Government Contracts on Behalf of Named Complainants and Other Negro Employees in Oil Refining Industry

I.

The Parties Involved

1. Complainants are Wilbert St. Julian, 348 Boston Street, Lake Charles, Louisiana; Dalton Delahousse, 2010 Vito Street, Lake Charles, Louisiana; Luke Broussard, 1513 O'Brien Street, Lake Charles, Louisiana; Willie Caesar, 1528 East Belden, Lake Charles, Louisiana; James Clemons, Sr., 326 Haskell Street, Lake Charles, Louisiana; Sam Philips, 307 Franklin Street, Lake Charles, Louisiana; Alvin M. Scott, 604 South 15th Street, Baton Rouge, Louisiana; Louis Betz, 1736 McCalop Street, Baton Rouge, Louisiana; Tom Bell, 1788 North 42nd Street, Baton Rouge, Louisiana; Calvin J. Black, 1274 Terrace Street, Baton Rouge, Louisiana; Thomas Davis, 2365 Tennessee Street, Baton Rouge, Louisiana; George T. Guthrie, 257 North 26th Street, Baton Rouge, Louisiana; James Wilson, 4568 Stern Street, Baton Rouge, Louisiana; Vincent C. Byrd, 1431 Dee Street, Baton Rouge, Louisiana; Isaac J. Cole, 8740 Thelma Street, Baton Rouge, Louisiana; Willie L. Lee, 913 Arkansas Street, El Dorado, Arkansas; Warner J. Brown, Post Office Box 1371, El Dorado, Arkansas; Leon Gordon, 1118 Short Hillsboro Street, El Dorado, Arkansas; Hilbert Dunwood, 644 Melson Avenue, El Dorado, Arkansas; Provell Aaron, 919 Arkansas Street, El Dorado, Arkansas; Paul Snowden, 912 Arkansas Street, El Dorado, Arkansas; Eddie Snowden, 915 Arkansas Street, El Dorado, Arkansas; Louis Tryal, 257 South Street, Texas City, Texas; Benjamin Hunter, 2101 Rosalie Street, Lamarque, Texas; H. C. Joiner, 2705 Rosalie Street, Lamarque, Texas; John Johnican, 704 Second Avenue, South Texas City, Texas; Dennis Scott, 2808 Anderson Street, Lamarque, Texas; B. T. Johnson, 614 Second Avenue, South Texas City, Texas; L. E. Drisdale, 2501 Jackson Street, Lamarque, Texas; George Reason, 629 Second Avenue, South Texas City, Texas, and R. L. Evans, 1006 Phillips Street, Lamarque, Texas.

2. Defendants are Esso Standard Oil Company and Independent Industrial Workers Association (unaffiliated), Baton Rouge, Louisiana; Cities Service Refining Corporation, Lake Charles Metal Trades Council and Local 969, International Brotherhood of Teamsters, Lake Charles, Louisiana; Carbide and Chemical Company, Galveston Metal Trades Council and Local 374, International Union of Operating Engineers (AF of L), Texas City, Texas; and the Lion Oil Company, Local 381, International Union of Operating Engineers (AF of L) and Local 434, Oil Workers International Union (CIO), El Dorado, Arkansas.

The attention of the Committee is directed to litigation pending in the United States Court of Appeals for the Fifth Circuit against the Gulf Oil Company and Local 23, Oil Workers International Union (CIO), Port Arthur, Texas, as defendants charged with discriminatory practices similar to those here complained of. Indeed, the entire oil refining industry and union bargaining representatives of employees therein are guilty of malfeasances and misfeasances against Negro employees similar to those which are the subject of this complaint. A comprehensive investigation of employment patterns of this entire industry, we respectfully submit, should be undertaken by this Committee with a recommendation calling upon management and labor to cease discriminating against Negro employees.

The Nature of This Complaint

3. Complainants herein are all Negroes who are employed in oil refining concerns in Arkansas, Louisiana and Texas, and they and all other Negroes employed by the named corporations. These Negro employees are discriminated against in terms of hiring, upgrading, wage scale, seniority, apprentice training and in all other respects material to job security and advancement. The discriminatory practices here complained of involve specifically the defendants named. Unquestionably the pattern of discrimination, with respect to hiring, upgrading, rates of pay, job classification, apprentice training, etc., which is practiced against Negro employees by employers, with the active support of and in conspiracy with unions which are bargaining representatives of the employees, is not confined either to the specific companies, unions or locals named but is prevalent throughout the entire industry.

All Negro workers are hired as "laborers" without regard to

training, skills, work history or potential, and all white workers

are hired at some higher classification without regard to training,

skills, work history or potential. In the "laborers" category,

Negro workers can never obtain the necessary experience or training

in grade to advance in their employment, except within the "laborers"

category itself, and this without regard to the actual job they may

be performing or the skills they have demonstrated in the plant.

White workers, on the other hand, are quickly curried for upgrading

and advancement in all job categories within the plant, and even

though they may perform jobs which Negro workers perform, their pay

rate is always higher.

4. In sum, the employers and unions in concert maintain a

pattern of discrimination against Negro workers to confine them to

the lower and unskilled job categories, to deprive them of normal and

expected upgrading, security rights and effective job security. All

of this in spite of the companies' contracts with the United States

Government not to discriminate with respect to employment and in

spite of the statutory obligation on the unions involved as bargaining

representatives to represent all employees fairly and impartially

without discrimination on the basis of race and color.

II.

In the Cities Service Heating Corporation, Lake Charles Metal Trades

Council, and Local 969, International Brotherhood of Teamsters

5. Complainant St. Julian has been employed at the Lake

Charles plant of defendant Cities Service Heating Corporation for

six years. Complainant's duties include the loading and unloading of

of trucks and cars, the cleaning of tubes and towers, the digging of

dips out of the ground and work with different labor gangs in de-

fendant's plant.

6. Complainant Delahoussaye has been employed at this plant

for seven years. Complainant's duties include the collection of

refuse throughout defendant's plant.

7. Complainant Broussard has been employed for seven years.

Complainant's duties include the loading and unloading of trucks and

the performance of janitorial assignments.

8. Complainant Caesat has been employed for nine years.

Complainant's duties, assigned to him on a daily basis, include the

loading and unloading of vehicles, the collecting of refuse, and the washing of floors.

9. Complainant Clemens has been employed for nine years. Complainant has been assigned to janitorial duties in this plant for more than one year, after having been transferred from defendant's plant cafeteria.

10. Complainant Phillips has been employed for seven years. Complainant, after having been transferred from Cates Service's plant cafeteria, has been assigned for more than one year to various jobs, including the assisting of carpenters' groups in erecting and dismantling scaffolds, the digging of ditches and the loading and unloading of lumber.

11. Defendant Cates Service Refrining Corporation has entered into a collective bargaining agreement with the defendant Lake Charles Metal Trades Council, an organization which has been certified by the National Labor Relations Board as the exclusive representative of all hourly paid employees in the mechanical and operating Departments of defendant's plant.

12. Complainants, except complainants Clemens and Phillips, are members of Local 969, International Brotherhood of Teamsters, which organization is a member of the Lake Charles Metal Trades Council. Complainants Clemens and Phillips, although not members of Local 969, are within the collective bargaining unit for which the Lake Charles Metal Trades Council negotiates agreements with Cates Service.

13. Complainants, except complainants Clemens and Phillips, and other Negroes are members of a separate section of Local 969 specifically designated and set aside for Negroes which section constitutes the only unit of the labor organization to which Negroes are permitted to belong. The aforementioned section elects its own officers and holds separate meetings, but does not hold a separate charter issued by the International Brotherhood of Teamsters and functions only as an extension of Local 969.

14. Although the collective bargaining agreement is negotiated by the Lake Charles Metal Trades Council and Cates Service Refrining Corporation, on-the-job grievances are processed by the representatives of the International Brotherhood of Teamsters.

transferring.

because the qualifications requisite to qualify for apprenticeship because of their race and color and irrespective of whether they train employees for specialized jobs within specific crafts solely training program maintained by defendant Cities Service in order to admit complainants and all other Negroes to its apprenticeship Local 969, International Brotherhood of Teamsters, has refused to collusion with defendants Lake Charles Metal Trades Council and 17. Defendant, Cities Service Refraining Corporation, in

relief operating units (Agreement No. 23). included in the bargaining unit except those classified as labor and by defendant Council with defendant Cities Service for all employees returning provided for in the collective bargaining agreement negotiated and all other Negro employees of the benefit of unit seniority such hiring and promotion), defendants have deprived complainants Cities Service to job classifications other than labor (or to permit promote complainants and all other Negroes employed by defendant Trades Council with Cities Service. In refusing to hire or collective bargaining agreement negotiated by the Lake Charles Metal employees in other job classifications receive by virtue of the of the right to earn the substantially higher wage rates which defendants have deprived complainants and all other Negro employees classifications other than labor, (or to permit such hiring and promotion) other Negroes employed by defendant Cities Service to job classifications. In refusing to hire or promote complainants and all

complaints, to perform competently the work called for in other job classifications race and color and irrespective of their ability and qualifications the general job classification of laborer solely because of the hire or promote complainants and any other Negroes except within Local 969, International Brotherhood of Teamsters, has refused to collusion of defendants, Lake Charles Metal Trades Council and The defendant Cities Service Refraining Corporation with the active to job classifications other than the classification of laborers. complainants and to all other Negro employees the right to be promoted Defendants have denied and have together conspired to deny to complainants, are and were initially employed as "laborers." defendant, Cities Service, regardless of their experience and 15. Complainants and all of the other Negroes employed by

18. In denying the complainants and all other Negroes employed by defendant Cities Service the rights enumerated in paragraphs 15, 16 and 17, defendants have conspired to violate the specific terms of the collective bargaining agreement negotiated between the aforementioned parties which provide that there shall be no discrimination against any applicant for employment or against any employee in regard to promotion or discharge on account of race (Agreement p. 54). Moreover, in denying to complainants and all other Negro employees the rights enumerated herein, defendants have conspired to deprive complainants and all other Negroes employed by defendant Cities Service of the rights and privileges guaranteed to them by the Constitution and laws of the United States. Moreover, in enforcing the discriminations described herein, defendant Cities Service Refining Corporation has violated the specific provision in its contracts with agencies of the United States government by which defendant agreed not to discriminate against any employee or applicant for employment because of race, religion, color or national origin.

19. Complainants and other Negroes employed by defendant, Cities Service, acting on notice to L. A. Morrison, Business Manager of defendant Lake Charles Metal Trades Council, have made due complaint to defendant Cities Service by its agent, E. W. Freeman, Labor Relations Director, of the discriminations heretofore described. Defendant, Cities Service, however, by its agent, E. W. Freeman, acting in collusion with the defendants Lake Charles Metal Trades Council and Local 969, International Brotherhood of Teamsters, by its agent L. A. Morrison, has refused to meet with complainants or their representatives to discuss the discriminations complained of or to take any steps to remedy these discriminations.

III.

Esso Standard Oil Company and Independent Industrial Workers Association

20. Complainant Scott has been employed by defendant Esso Standard Oil Company at Baton Rouge, Louisiana, for fourteen years. Seven years ago complainant was assigned as a temporary relief clerk in Esso's storehouse. For four years complainant has performed the functions of a storehouse clerk. On August 20, 1954, complainant was removed from this position by defendant Esso and reassigned.

21. Complainant Betz has been employed by defendant Esso

for seventeen years. For sixteen years complainant has performed the functions of a storehouse clerk. On August 20, 1954, complainant was removed from this position by defendant Esso and reassigned to

menial work.

22. Complainant Bell has been employed by defendant Esso

for twelve years. Complainant was assigned to Esso's process labor department for six years and was then transferred to the petroleum process laboratory where he has been employed for six years.

23. Complainant Black has been employed by defendant Esso

for thirty-six years. Complainant during this period has been assigned to several departments where his duties have included cleaning stills, processing work, janitorial work, rigging work and work in the brick and mason department.

24. Complainant Davis has been employed by defendant Esso

for twenty years. During this period complainant has performed assignments in a number of departments. Complainant has been assigned for six years and is presently employed in the packing and shipping department.

25. Complainant Guthrie has been employed by defendant

Esso for thirty-six years. Complainant during this period has been assigned to several departments where his duties have included rigging work, cleaning and repairing stills and loading and unloading tank cars. Complainant is presently employed in the paraffin department.

26. Complainant Wilson has been employed by defendant Esso

for eighteen years. Complainant for the past fourteen years has performed duties as a tube and soak cleaner.

27. Complainant Byrd has been employed by defendant Esso

for twelve years. Complainant during this period has been assigned to several departments where his duties have included loading tank cars and stenciling. Complainant is presently employed in the pecking and shipping department.

28. Complainant Cole has been employed by defendant Esso

for thirteen years. Complainant during this period was assigned for three years to deliver mail in Esso's plant. On August 20, 1954, complainant was reassigned as a stakeman in the plant.

29. Defendant Esso Standard Oil Company has entered into

a collective bargaining agreement with the defendant Independent Industrial Workers Association (unaffiliated) which is recognized as the exclusive bargaining representative of all of the employees at the Baton Rouge plant within the production and maintenance, laboratory and clerical units. Complainants and other Negro employees are members of "the second section," or segregated section, of the Independent Industrial Workers Association, the only unit of said labor organization to which Negroes are permitted to belong. The second section is a completely separate organization in that it elects its own officers and representatives and maintains separate business offices. The second section also maintains a separate union constitution which is similar to that maintained by the first section except for the fact that the latter identifies itself as the organization of "white" members. Defendant Esso bargains with the Industrial Workers Association as a unit but recognizes the division of the organization into separate sections (Agreement 0. A-1). 30. Complainants and all of the other Negroes employed by defendant were initially and are hired and classified as "laborers," irrespective of their experience and qualifications. White employees of defendant Esso who possess no particular skill were and are hired and classified by defendant Esso as "helpers." White employees of defendant Esso who possess a particular skill are hired and classified by defendant Esso to other specific job classifications in accordance with their skills. The Esso Standard Oil Company refuses and conspires with the Independent Industrial Workers Association to refuse to hire complainants and all other Negroes except within the general job classification of "laborer" based solely upon race and color irrespective of ability and qualifications to perform competently the work called for in other job classifications. In refusing to hire complainants and all other Negroes (or to permit such hiring) to job classifications other than "laborer" defendant has deprived complainants and all other Negro employees of the right to earn the higher wage rates which employees in other job classifications receive by virtue of the collective bargaining agreement entered into by defendant. By the terms of the present collective bargaining agreement "helpers" are hired at an hourly rate of \$1.94 while laborers are hired at an hourly rate of \$1.425.

31. Esso Standard Oil Company maintains an apprenticeship program provided for in its collective bargaining agreement in order to train employees for specialized jobs within enumerated crafts. It has been its practice, acting through its agents, to advise complainants and all other Negroes at the time that they are hired that they may not apply and will not be accepted into the apprenticeship training program. Esso Standard Oil Company excludes the complainants and all other Negroes from its apprenticeship program solely because of their race and irrespective of whether they possess the qualifications necessary for entrance into the program--all in conspiracy with the Independent Industrial Workers Association to exclude Negroes solely because they are Negroes from benefits which are available to white workers of similar qualifications and experience.

32. Complainants and all other Negroes are promoted only within the general labor classification. Defendant Esso refuses to promote or to upgrade complainants and all other Negroes to job classifications provided for in the collective bargaining agreement outside of the general labor classification. This refusal is based solely upon complainants' race and color and is irrespective of their ability and qualifications or of the character of work which they have performed. In refusing to promote complainants and all other Negroes employed to job classifications other than "laborer" or to allow such promotions, the defendants have denied complainants and all other Negro employees of the right to earn the substantially higher wage rates which other job classifications receive by virtue of the collective bargaining agreement. In refusing to promote complainants and all other Negroes to job classifications other than laborers or to allow such promotions, defendants have denied complainants and all other Negro employees of certain seniority benefits and other benefits provided for in the collective bargaining agreement negotiated by defendants.

33. Several of the complainants and other Negroes employed by defendant Esso have been assigned to perform and have performed competently work normally classified outside of the general labor classifications and within other specialized classifications enumerated in the collective bargaining agreement. Defendants, however, have refused to properly reclassify and to compensate or to allow

reclassification of complainants in accordance with the work actually assigned and performed by them, although other employees of defendant Esso who perform work identical to that performed by the complainants have been properly classified and have received the rates of pay, in accordance with their classification as called for by the collective bargaining agreement. This refusal to properly classify and compensate complainants and other Negroes is based solely upon their race and color.

In 1954, as a result of more than ten years of negotiation on requests for reclassification by representatives of the second section, a new series of classifications, designated as auxiliary helpers "A", "B", "C" and "D" were created. These new classifications, however, applied only to complainants and other Negroes and not to white employees, did not remove complainants and other employees from the general labor classification or enable them to be promoted or upgraded outside of that classification and did not remove the differences in classification and compensation received by complainants and other Negroes for work performed which is identical to that performed by other employees.

Complainant Bell, assigned to Esso's petroleum products laboratory for five years, performs duties precisely identical to those performed by a white employee of Esso. The white employee is classified as an operator and receives an hourly rate of \$2.40 while complainant is classified as an auxiliary helper "D" and receives \$1.94 per hour.

Complainants Scott and Betz performed until August 20, 1954, duties precisely identical to those now performed by white employees of Esso. White employees performing this work are classified as storehouse clerks and receive an hourly rate of \$2.25 while complainants were classified as special laborers within the general labor classification and receive an hourly rate of \$1.825. Complainant Byrd, while assigned as a stencil operator, performed duties precisely identical to those performed by white employees of Esso. Complainant, however, was classified within the general labor category while the white employees held a higher classification and received a substantially higher rate of pay.

34. In denying to complainants and all other Negroes employed the rights enumerated herein, defendants have deprived

complainants and all other Negroes of rights and privileges guaranteed to them by the Constitution and laws of the United States. In denying to complainants and all other Negroes employed the rights enumerated herein, defendants have violated the socialist terms of contracts with agencies of the United States Government which provide that in the performance of work under the contract there shall be no discrimination against any employee or applicant for employment because of race, religion, color or national origin. 35. Complainants and other Negroes employed, acting through their duly elected representatives in the second section, have requested defendants for a period of more than ten years to remedy the discriminations heretofore described. Defendants, however, have refused to remedy these discriminations.

IV

Lion Oil Company, Local 381, International Union of Operating Engineers (AFL), Local 436, Oil Workers International (CIO)

36. Complainant Lee has been employed by the Lion Oil Company in its oil refinery for eight years. Complainant is assigned on a daily basis to several yard labor jobs. 37. Complainant Brown, a graduate of Wilberforce University, has been employed by defendant Lion for five years. Complainant is assigned as a laborer at Lion's chemical plant. 38. Complainant Gordon has been employed by defendant Lion in its chemical plant for five years. Complainant is designated by Lion as a yard laborer but also performs assignments in the maintenance department. 39. Complainant Dunwood has been employed by defendant Lion in its chemical plant for five years. Complainant is presently assigned as a cleanup man in the drying section of Lion's granulating plant. 40. Complainant Aaron has been employed by defendant Lion for eight years. Complainant is assigned by Lion to its chemical plant where his duties include adding clay to sulphate. 41. Complainant Paul Snowden has been employed by defendant Lion for twelve years. Complainant is assigned by Lion to its sulphate plant. 42. Complainant Eddie Snowden has been employed by defendant Lion for eight years. Complainant is assigned by Lion to its

subohate plant.

43. The Lion Oil Company has entered into a collective bargaining agreement with the International Union of Operating Engineers (I.O.E.) which it recognizes as the exclusive bargaining Engineers (I.O.E.) which it recognizes as the exclusive bargaining representative of all employees at its El Dorado Oil Refinery, excluding certain specified groups (Agreement D.I.). All of the complainants except complainant Lee are members of Local 434 of the Oil Workers International Union.

44. Complainant Lee, and all of the other Negroes employed by defendant Lion in the oil refinery, were and are unjustly hired and classified as "laborers" regardless of their experience and qualifications. All white workers employed were and are hired as "laborers", a higher classification which, by the terms of the collective bargaining agreement, receives higher compensation. The Lion Oil Company, Local 381, International Union of Operating Engineers and Local 434, Oil Workers Union have conspired and are conspiring together to discriminate against complainants and all other Negroes solely because of race and color.

All of the complainants, except complainant Lee, and all of the other Negroes employed in the chemical plant were and are unjustly hired and classified as "yard laborers." All white workers employed were and are hired and classified as "helpers" and "junior testers."

Defendants' refusal to hire complainants and all other Negroes or to permit such hiring except within the general job classification of "laborers" or "yard laborers" is based solely upon the race and color of complainants and other Negroes and is discriminatory of their ability and qualifications to perform comparable work called for in other job classifications.

In refusing to hire complainants and all other Negroes or to permit same to be hired to job classifications other than "laborer" or "yard laborer," defendants have deprived complainants

facilities and recreational facilities. The set of facilities is

two separate sets of water fountains, time clocks, sanitation

46. The Union will maintain in each of its plants

bargaining agreements in force.

seniority benefits and other benefits provided for in the collective

have derived complainant and all other Negro employees of certain

to job classifications other than the Labor Department, defendants

or to permit promotion of complainants and all other Negro employees

virtue of collective bargaining agreements. In refusing to promote

wage rates which employees in other job classifications receive by

other Negro employees of the right to earn the substantially higher

Labor Department, defendants have derived complainants and all

and all other Negroes employed to job classifications other than the

In refusing to promote or to permit promotion of complainants

perform competently the work called for in other job classifications.

color and is irrespective of their ability and qualifications to

This refusal is based solely upon complainants' race and

Labor Department.

provided for in the collective bargaining agreement outside of the

upgrading of complainants and all other Negroes to job classifications

defendants refuse to promote or to upgrade or to permit promotion and

in the chemical plant are assigned to the Labor Department. Defen-

Department." No employees except complainants and all other Negroes

classification designated in the collective bargaining agreement as "Labor

Negroes in the chemical plant are promoted only within the class-

All of the complainants, except complainant Lee, and other

agreement outside of the Labor Department.

job classifications provided for in the collective bargaining

promotion and upgrading of complainants and all other Negroes to

ment." Defendants refuse to promote or to upgrade or to permit

designated in the collective bargaining agreement as "Labor Depart-

refinery are promoted and upgraded only within the classification

45. Complainant Lee and all other Negroes in the oil

virtue of the collective bargaining agreements.

rates which employees in other job classifications receive by

and all other Negro employees of the right to earn the higher wage

designated "white" and is provided solely for the use of Lion's white employees, while the other set is designated "colored" and is provided solely for the use of colored employees.

47. In enforcing the discrimination enumerated herein, defendants have violated the specific terms of collective bargaining agreements between the Lion Oil Company and the Oil Workers Inter-

national Union by which it was agreed that there should be no discrimination against any employee because of race, religion, color

or national origin (Agreement D. 51). In enforcing the discrimina-

tions enumerated herein, defendants have deprived colored employees and all other Negroes employed of rights and privileges guaranteed to

them by the Constitution and laws of the United States. Moreover, in enforcing the discrimination enumerated herein, defendants have

violated the specific terms of contracts with agencies of the United States Government which provide that in the performance of work under

the contracts there shall be no discrimination against any employee or applicant for employment because of race, creed, color or national

origin.

48. Colored employees and other Negroes employed have made due complaint to defendants by their authorized agents of the discrimina-

tions heretofore described. Defendants, however, have failed to

take any steps to remedy these discriminations.

V.

49. Complainant Iyall has been employed by the Carbide and Chemical Company for seven years. For the past five years com-

plainant has been assigned to Carbide's department of stores. While employed in said department, complainant's duties have included the

loading and unloading of box cars, the racking and classifying of steel pipes and angle irons, the requisitioning, packing and delivery

of chemicals, sands and metals.

50. Complainant Hunter had been assigned by defendant Carbide for a period of six years to the department of stores where his duties were of a nature similar to those of complainant Iyall.

Complainant Hunter has now been reassigned to the maintenance depart-

ment to perform janitorial duties.

-- 14 --

51. Complainant Joiner has been employed in defendant Cardide's plant for six years. Complainant performed janitorial duties for one year and has been assigned to the Safety Department for the past five years. In this latter capacity, complainant's duties have been to wash and sterilize all safety equipment, to change air cylinders, to maintain a plant safety record, to post information on a safety board and to record the distribution of safety equipment in the plant.

52. Complainant Johnson has been employed by defendant Cardide for eleven years. During this period complainant has been assigned as a helper in various craft departments in defendant's plant. Complainant has been employed as a helper in the bricklayers and masons department where his duties consisted of mixing mortar and preparing cement for bricklayers, and has also been assigned as a helper to a pipe fitter.

53. Complainant Scott has been employed by defendant Cardide for eight years during which time he has performed the duties of a carpenter's helper, bricklayer's helper and cement helper. 54. Complainant Johnson has been employed by defendant Cardide for a period of six years. During said period complainant was assigned for two years to janitorial work and has been employed as a carpenter's helper for the past four years. As a carpenter's helper, complainant's duties have been to work with carpenters in the erecting and dismantling of scaffolds.

55. Complainant Dirsdale has been employed by defendant Cardide for six years during which period he has been assigned to janitorial duties throughout the plant.

56. Complainant Keason has been employed by defendant Cardide for thirteen years during which period he has been assigned as a janitor and laborer in different parts of the plant.

57. Complainant Evans has been employed by defendant Cardide for four years. He has been assigned for more than three years to salvage stores where he has performed the functions of a storehouse clerk. Complainant's duties include the classification and tagging of various materials and parts for repair, and the tagging of items in stock according to serial number and size.

58. The Carbide and Chemical Company has entered into a collective bargaining agreement with the Galveston Metal Trades Council which is the representative of all of the employees of its Texas City plant for the purpose of collective bargaining. Complaintants and all of the other Negroes organized in this plant are members of a group designated as Local 347C. Local 347C is not a separate local, but is a unit of Local 347, International Union of Operating Engineers (A.F. of L.) which has authorized the Galveston Metal Trades Council to represent it in negotiating agreements with the defendant.

All of the members of Local 347C are colored and all of the other members of Local 347 are white. Local 347C does not have a separate charter, nor is it recognized by the International Union as a separate local, but rather as a part of Local 347. Complaintants and the other members of Local 347C do not elect separate local union officers. nor do they elect collective bargaining representatives, although they do elect three Negro shop stewards.

Although the collective bargaining agreement is negotiated by the Galveston Metal Trades Council, on-the-job grievances are processed by the representatives of each craft union assigned authority to represent the employees in specific craft departments. 59. Complaintants and all of the other Negroes employed by defendant Carbide regardless of their experience and qualifications, were and are initially employed as "inexperienced new hires," the lowest job classification provided for by defendant Carbide and defendant Galveston Metal Trades Council in their collective bargaining agreement.

60. The Carbide and Chemical Company and the Council have provided in their agreement for the maintenance of an apprenticeship program in order to train employees for specialized jobs within enumerated crafts. It has been the practice of the Carbide and Chemical Company, acting through its authorized agents in the personnel department, to advise complaintants and all other Negroes that they may not apply and will not be accepted into the apprenticeship training program. The company excludes the complaintants and all other Negroes from its apprenticeship program solely because of their race and color and irrespective of whether they possess the

eligibility qualifications specified in the agreement. (Agreement o. 68). All of this in conspiracy with the Council and Local 347. 61. Complainants and all other Negroes are promoted only within the general labor classification. Defendants refuse to promote and to upgrade or to demote promotion and upgrading of complainants and all other Negroes to job classifications provided for in the collective bargaining agreement outside of the general labor classification. Defendants' refusal is based solely upon complainants' race and color and is irrespective of their ability and qualifications or of the character of work which they have performed. By refusing to promote and upgrade or to demote promotion and upgrading of complainants and all other Negro employees to classifications other than general labor, defendants deny to them the right to attain substantially higher wages and to receive other benefits customarily provided for in the collective bargaining agreement.

62. Several of the complainants and other Negroes employed have been assigned to perform and have performed competently work normally classified outside of the general labor classification and with other specific classifications enumerated in the collective bargaining agreement. Defendants, however, have refused to promote and to compensate or to demote reclassification and compensation of complainants in accordance with the work actually assigned and performed by them although white employees who perform work identical to that performed by the complainants have begun to receive the same rates of pay in accordance with the classification called for by the collective bargaining agreement. Defendants' refusal to promote and to compensate or to demote reclassification and compensation of complainants is based solely upon their race and color and is irrespective of ability or qualifications.

63. Complainant Iyall has performed for five years duties heretofore described, precisely identical to those performed by white employees who are classified as stores and receiving clerks. White employees classified as stores and receiving clerks receive an average with defendants' collective bargaining agreement an hourly rate of \$2.28, whereas complainant Iyall is classified as a

general laborer and receives an hourly rate of \$1.79.
64. Complainant Hunter, while employed in the department of stores, performed the same duties heretofore described as are performed by the complainant Iyala and received the same compensation. Complainant Hunter was removed without cause from this position after several Negro employees had protested their removal to Janitorial duties. Complainant, while performing the duties of a stores and receiving clerk, received and now receives an hourly rate of \$1.79.
65. Complainant Joiner has been employed in the safety department for five years and has been assigned duties heretofore described. Complainant's duties are in all respects identical to those of six white employees assigned to the same department. The six white employees are compensated on a salary basis at a rate higher than the \$1.79 hourly rate which complainant receives.
66. Complainant Johnson has been assigned as a order filler's helper but was refused proper classification and pay as such despite the fact that he performed all the duties normally performed by a order filler's helper. While employees so assigned receive proper classification and pay in accordance with terms of the collective bargaining agreement.
67. Complainant Scott has been assigned as a cement helper but was refused proper classification and pay as such despite the fact that he performed all the duties normally performed by a cement helper. While workers so assigned receive proper classification and pay in accordance with the terms of the collective bargaining agreement.
68. Complainant Johnson has performed for four years duties heretofore described by employees who are classified as carpenter's helpers receive in accordance with defendant's collective bargaining agreement an hourly rate of \$2.55. Whereas complainant Johnson is classified as a general laborer and receives an hourly rate of \$1.54.
69. Complainant Evans has performed for more than three years duties heretofore described or assigned to those performed by employees who are classified as storehouse clerks.

Robert L. Carter
Thurgood Marshall
107 West 43rd Street
New York, New York
Attorneys for Complainants

Respectfully submitted,

Federal Government, as essential to the nation's welfare.

required pursuant to contracts between the concerns involved and the

will receive the benefits of nondiscriminatory employment as is

with all possible speed so that these complainants and other Negroes

Further, we submit, resolution of the questions here raised

petitive employees in the oil industry and their families.

of are of vital concern to thousands of Negro employees and pros-

which are the subject of this complaint. The matters here complained

nation against Negroes, as well as address the specific wrongs

the entire oil industry which will eliminate practices of discrimi-

submitted that this Committee should seek to evolve a formula for

For the reasons hereabove stated, it is respectfully

CONCLUSIONS

VI.

remedy these discriminations.

described. Defendants, however, have failed to take any steps to

viator of Industrial Relations, of the discrimination heretofore

Carbide and Chemical Company by its agents, J. W. Bowers, Super-

ton Metal Trade Council, have made due complaint to the defendant

notice to C. J. Leunes, Business Representative of defendant Galves-

71. Complainants and other Negroes employed, acting on

religion, color or national origin.

against any employee or applicant for employment because of race,

United States Government by which it is agreed not to discriminate

violated the specific provision in contracts with agencies of the

enforcing the discriminations described herein, defendants have

guaranteed by the Constitution and laws of the United States. In

defendants deny to complainants and all other Negro employees rights

70. In enforcing the discriminations described herein,

in accordance with the terms of the collective bargaining agreement.

White employees so assigned receive proper classification and pay

Complainant has been denied proper classification and pay as such.

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GOVERNMENT CONTRACTS
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ADMINISTRATIVE FILE
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Committee on
X

Conference on Equal Job Opportunity



Sponsored by the President's Committee
on Government Contracts

October 25, 1955

Washington, D.C.

FOR REFERENCE: P.M. Editions
October 25, 1955

Address by
Secretary of Labor James P. Mitchell
before the
"Conference on Equal Job Opportunity"
Sponsored by the
President's Committee on Government Contracts
Executive Office Building, Washington, D. C.
October 25, 1955

Those of us who have been working over the years to eliminate discrimination in employment are particularly gratified by this Conference. We know all of you are busy and are grateful to you for taking out time to meet with us today. We are especially pleased because we interpret your presence here today as evidence of your sincere interest in promoting equal employment opportunities and your desire to cooperate with the Government in achieving this goal. All the businessmen here today have Government contracts. Consequently, all of you are familiar with the non-discrimination clause in Government contracts. You know your legal obligations under this provision of your contracts and you know to what extent you have been successful in discharging this responsibility to your Government and your employees.

We are meeting today to pool our knowledge and experience in this area. With a view to determining how we can best achieve our program the Union the equality of employment opportunity in which all of us here believe. We shall be exploring the best ways to make further progress. We shall consider whether we need try new paths or whether we must merely move faster along the road we are already traveling. We meet here as friends, in private session, in order that we may be as frank and helpful to each other as possible. I intend to speak very personally and plainly.

Virtually everyone is against discrimination just as everyone is against anti-discrimination. Nevertheless, we know there are many elements. We are equally sure that there is a great deal of job discrimination in the United States. The studies of discrimination in employment are legion. I have no desire to bore you with statistics or tedious examples. Suffice it to say that recent surveys conducted in 4 States by a Government Agency to determine compliance with the non-discrimination clause in Government contracts have indicated that we have a great deal more progress to make. Job orders with discriminatory provisions are still coming into the local public employment office. In addition, it is common knowledge that discrimination is also practiced in recruitment outside the public system. Discrimination in hiring is not, however, the whole problem, and in view of the progress which has been made in recent years, it may not even be the major part of our problem.

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We may have progressed past the stage at which there is widespread discrimination in hiring because of race, religion,

color, or national origin. Perhaps the problem which we face

today is more difficult to detect, harder to eradicate, and more

challenging. It may be primarily discrimination in promoting,

demoting and transferring - the closing of certain classifications

or types of jobs to members of particular groups.

Looking at our personnel on an over-all basis, we may

find that we have an excellent record. The percentages of

the various groups in the plant may compare roughly with those

of the general population of the area in which the plant is

located. Non-discrimination in employment means qualitative

as well as quantitative equality. I am sure you will agree that it is

not enough, for example, to have 5% of your labor force Negro if

they are all in the lowest job levels.

It may require close study and hard work, however, to see

that there is actual discrimination. It may be necessary to

look at the levels people have reached, their classifications

and the kinds of jobs on which they are employed. This takes

time and trouble, and undoubtedly involves cost, but it is a

prerequisite to doing the job effectively and completely. And,

incidentally, it is essential to compliance with the non-discrimina-

tion clause.

I take it that the primary motive in the operation of business

under our free enterprise system still is profit. We need not

be ashamed of that fact, however, because that motive has been sufficient incentive to induce economic progress in our country which deters that in any other land.

While businessmen may be interested in profits, it does not mean that as Americans they are not interested in progress. Contrary to the claims of some persons, businessmen in America have, over the years, been willing to take on many projects and assume many obligations which are not profitable in the short run but which do help them and the country in the long run.

Scholarship programs for needy and deserving students are a single, prominent example.

Equality of job opportunity is, however, good business, both in the short run and over the long run. There is no sound businessman who would not tell you that he wants the best man he can get for the job which has to be done. That is the principle. It is not always practiced, however. To achieve that goal, it is necessary to judge each person on the basis of his intrinsic merit and not consider such irrelevant factors as race, religion, color or national origin. There is another aspect of non-discrimination which is good business. All of us know that satisfied employees are more efficient and more productive than disgruntled ones. There is nothing that destroys morale and efficiency more quickly than for a person to feel he is being discriminated against because of characteristics over which he has no control, such as the color of his skin, the country from which his forebears came, or how his mother taught him to worship God. There is nothing

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more frustrating or discouraging than to feel that progress is denied where promise is obvious and ability to perform is clear. There is nothing more unfair than to pay the same taxes as everyone else and then find that the Government business which those tax dollars make possible goes to firms which do not give you an equal break in hiring, promotions, or other aspects of employment.

Elimination of discrimination in employment is also profitable in the long run. It helps make our democracy and our economy stronger and our country more impervious to communism and other forms of totalitarianism. Elimination of discrimination based on race or religion would strengthen the position of the United States in relation to the two-thirds of the world which is not white.

It is necessary for the sakes of all our people and for the survival of our country that we utilize the best talents of all Americans. I do not know what the future holds. I cannot foresee with certainty the demands to be made upon our Nation by the communist threat. But of this much I am sure: We do not have so much manpower that we can afford to waste any of it; we do not have so many skills that we can afford to dissipate them; we do not have so much genius that we can deny it the opportunity to grow and flourish.

Yet when we have a majority of the Negro population underemployed, we are obviously wasting badly needed skill potential. When we refuse to let Jews rise to an executive position because of their religion, we are depriving ourselves of badly needed talent.

It is easy to point out all these problems but not quite

so easy to solve them. What should we do to straining and

examine our social concepts and economic policies? How can

we enter the age of jet propulsion, guided missile, atomic

and solar energy, and earth satellite with the same antiquated

basic prejudices? Isn't it possible to discard outmoded

discriminatory practices just as we discard outmoded machines?

Don't we benefit, as a nation and as individuals, when people

are able to realize their highest skill potentials? Under such cir-

cumstances, aren't people able to make greater contributions to their

own and the nation's welfare and strengthen the fiber of our

democracy and our economy?

As all of you know, the President's Committee on Government

Contract is an educational and promotional outfit. It has no enforce-

ment power, but it may, nevertheless, be an achieving good result in

eliminating discrimination in employment. We are anxious that it

should be even more effective and we hope to hear today from the

panelists some ideas of how this can be done. We expect to learn from

them what they have done to eliminate discrimination and what we can

do.

In addition, it would be helpful if all of us would consider

how we can most effectively utilize community resources to solve this

problem. How do you spread the word? How do you get more persons

collected in the fight against discrimination? How do you tap the

breed grass roots of the nation and appeal to the underlying sense

of fairness, morality and decency among the people of our country?

I have some ideas on these subjects myself and I am sure that each of you do. No one of us has all the answers, however. That is why we are here. Perhaps by discussion and a pooling of our individual contributions, we can develop a more effective and worthwhile

program.

It is important that we develop solutions in meetings such

as this because this is in essence a management problem, and it is, in the last analysis, up to the businessmen of the Nation to solve it. I do not believe in technicians and sociologists taking over the

problems that industry should solve and giving theoretical solutions to practical difficulties. An awful lot of people may think they know how to eliminate discrimination in employment and promote equality

of job opportunity. Some of their ideas may be good, and some may be bad. Of one thing I am sure, however. Be they good or bad, if we do not find the solution ourselves, somebody else is going to

find it for us.

Undoubtedly, there is in this room sufficient imagination and experience, determination and expertise, to develop a workable solution to any businessman's problem.

I want you to know that we of the President's Committee are very grateful to you for giving us the benefit of your time and talent. We hope the results of this Conference will be sufficiently beneficial to you and your businesses to warrant the investment you have made in it.

ADMINISTRATIVE FILE
Government Contracts
Committee on
X New York 21, N. Y.

JEWISH LABOR COMMITTEE

25 East 78th Street

Telephone: LEhigh 5-3700

Memorandum

To: Workers Education Directors, JLC Panel, Community Activities
Section of the WC Division
From: E. Muravchik
Subject: Enclosed Leaflet
Date: April, 1955

Enclosed you will find a new publication issued by the President's Committee on Government Contracts. It outlines in very simple form the procedures to be followed in filing complaints of discrimination against employers who hold Federal government contracts. We thought you might be interested in seeing this.

If you have need for additional copies, please contact this office.

* * *

EM:ngs
oeiu-153

EVERY Federal contract involving the employment of labor, issued on or after December 2, 1951, contains the following provision:

4In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The above said provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials."

THE FEDERAL GOVERNMENT expects contractors to comply voluntarily with their contracts. The Government recognizes, however, that there will be complaints alleging violation of the nondiscrimination clause. The President has authorized the Committee on Government Contracts to receive such complaints.

PRESIDENT'S COMMITTEE
ON GOVERNMENT CONTRACTS
Washington 25, D. C.

PROCEDURES FOR FILING COMPLAINTS

HOW are complaints filed?

Complaints may be filed by writing a letter to the President's Committee on Government Contracts, Washington 25, D. C.

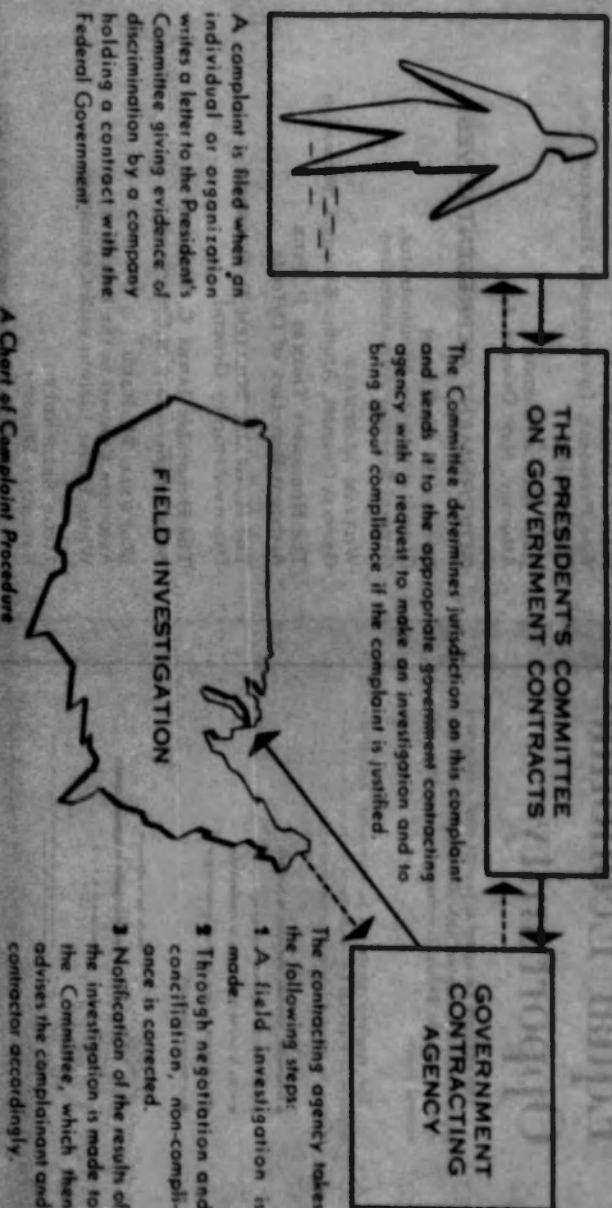
WHO may file a complaint?

Any person or organization with knowledge of the failure of a Federal contractor to comply with the nondiscrimination clause in the contract may file a complaint with the President's Committee.

WHAT information should be included in the letter?

- 1 Name and address of complainant.
- 2 Name and address of employer (contractor or subcontractor).
- 3 Brief statement of what part of the nondiscrimination clause is alleged to be violated, i. e., employment, demotion, upgrading, or transfer; recruitment or recruitment advertising; rates of pay or other forms of the circumstances of the case.
- 4 Specific evidence supporting the allegation, giving names of persons involved and date of any instances of discrimination in addition to as detailed a description as possible of the circumstances of the case.

What happens to complaints when they are filed with the Committee?



A Chart of Complaint Procedure

What RESPONSIBILITY is it to assure equal job opportunity on work done on Federal contracts?

FIRST: Contractors

By signing the contract containing the nondiscrimination in employment clause, contractors agree to assume this responsibility.

SECOND: Agencies of Government

The President directed the contracting agencies of the Government to obtain compliance. By routine compliance checks, the investigation of complaints, and educational methods, the Government agencies bring about compliance.

THIRD: The Public

The public can help bring about compliance by supporting equal job opportunity for all qualified persons.

Equal Economic Opportunity

This employee has agreed to provide equal employment opportunities in connection with all work performed under contract with the Federal Government in accordance with national policy.

This employee agrees not to discriminate against any employee or applicant for employment because of race, color, religion, or national origin in connection with:

- EMPLOYMENT OPPORTUNITIES, OR PROMOTION
- TERMINATION OR DISMISSAL
- WAGES OF PAY OR OTHER FORMS OF COMPENSATION
- TRAINING OR OTHER EDUCATIONAL OPPORTUNITIES
- LAYOFF OR REEMPLOYMENT

Signature: _____ Date: _____

U.S. GOVERNMENT PRINTING OFFICE: 1964-O-322332

THE PRESIDENT'S COMMITTEE ON GOVERNMENT CONTRACTS

President Eisenhower appointed the following Committee to assist in obtaining compliance with the nondiscrimination clause in Federal contracts.

The Honorable **RICHARD M. NIXON**, Chairman
Vice President of the United States
The Honorable **JAMES P. MITCHELL**, Vice Chairman
Secretary of Labor

PUBLIC MEMBERS:

PAUL LARABEE, Jr.
President, Federated Department Stores,
Cincinnati, Ohio
GEORGE MEANY
President, American Federation of Labor,
Washington, D. C.
JAMES M. HANCOCK, Jr.
Secretary, Harvard University, Washington, D. C.
Mrs. HELEN ROGERS REID
Chairman, News Board, New York Herald Tribune,
New York, N. Y.
WALTER P. REUTHER
President, Congress of Industrial Organizations,
Washington, D. C.
JOHN A. ROOSEVELT
President, Lee Limited, New York, N. Y.
IVAN L. WILLIAMS
Vice President, International Harvester Co.,
Chicago, Ill.
JOHN MINSO WADSWORTH
Attorney, New Orleans, La.

GOVERNMENT REPRESENTATIVES:

GEORGE B. MCKINLEY
Consultant to the Administrator,
General Services Administration
WILLIAM MITCHELL
General Counsel, Atomic Energy Commission
The Honorable **THOMAS P. PISA**
Assistant Secretary of Defense
The Honorable **WILLIAM P. ROGERS**
Deputy Attorney General
The Honorable **JAMES C. WORTH**
Assistant Secretary of Commerce
MAXWELL M. RAB
Associate Counsel to the President,
White House Liaison with Committee
JACOB BEIDENBERG
Executive Director

**EQUAL
job opportunity**

Procedures for
filing complaints
under Executive Order
10479.



**PRESIDENT'S COMMITTEE ON
GOVERNMENT CONTRACTS**

Washington 25, D. C.

FROM THE OFFICE OF
DAVE BECK, GENERAL PRESIDENT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Mr. John M. ...
Meeting. ...
... on 3/2/55
...
...

DB:ee
Jo

In connection with your letter of January 3
concerning a meeting on March 15 relating to
Government contracts, I shall try personally
to be present. Should this not be possible,
a person or persons authorized to represent the
our International Union will be represented in this field.
I shall have my secretary advise your office of
definite arrangements early in March.
Respectfully yours,

My dear Mr. Nixon:
The Hon. Richard Nixon, Chairman
The President's Committee on Government Contracts
Washington, D. C.

February 9, 1955

ADMINISTRATIVE FILE
Committee on Government
Contracts

THE PRESIDENT'S COMMITTEE ON
GOVERNMENT CONTRACTS
WASHINGTON 25, D. C.

February 3, 1955

Mr. Dave Beck, President
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers
of America
100 Indiana Avenue, N. W.
Washington 1, D. C.

Dear Mr. Beck:

For a little over a year the Federal Government has been engaged in a determined effort to obtain compliance with the nondiscrimination clause in Federal contracts. As you know, this involves the enforcement of that provision in all Federal contracts whereby every contractor agrees not to discriminate in employment because of race, religion, or national origin.

Enclosed is a copy of the Annual Report of the Committee covering the period of the first few months of its activity. Although much has been accomplished in the short time these efforts have been under way, much remains to be done. The Committee especially wants the help and advice of organized labor in this task.

The President's Committee has been holding conferences with community relations, social welfare and civic organizations and with trade associations representing the principal contractors with the Federal Government. The President's Committee has now scheduled a conference with representatives of organized labor to which I most cordially invite you. It will be held on March 15 at 2:30 p.m. in Conference Room "B" of the Departmental Auditorium which is located on Constitution Avenue between 12 and 14 Streets, N. W.

February 3, 1955

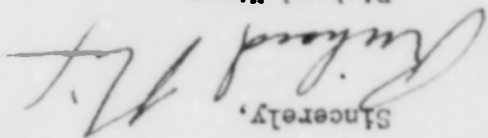
- 2 -

Mr. Dave Book

Mr. George Meany, President of the American Federation of Labor and a member of the President's Committee on Government Contracts is planning to participate in this conference. Should it not be possible for you personally to participate we would be glad to have any other representative you would wish to designate attend.

I hope the Committee will have the pleasure of your presence.

Sincerely,



Richard Nixon
Chairman

Enclosure

RECEIVED
FEB 10 1955
U.S. DEPARTMENT OF JUSTICE



PRESIDENT'S COMMITTEE
ON GOVERNMENT CONTRACTS

FIRST
REPORT

**FIRST
REPORT**

**PRESIDENT'S COMMITTEE
ON GOVERNMENT CONTRACTS**



**WASHINGTON, D. C.
SEPTEMBER 1954**

THE PRESIDENT'S COMMITTEE ON GOVERNMENT CONTRACTS

The Honorable RICHARD M. NIXON, *Chairman,*
Vice President of the United States

The Honorable J. EARNEST WILKINS, *Vice Chairman,*
Assistant Secretary of Labor

Public Members

Government Representatives

MR. FRED LAZARUS, JR.,
President, Federated Department Stores,
Cincinnati, Ohio.

MR. GEORGE B. MCKIBBIN,
Consultant to the Administration,
General Services Administration.

MR. GEORGE MEANY,¹
President, American Federation of Labor,
Washington, D. C.

MR. WILLIAM MITCHELL,
General Counsel,
Atomic Energy Commission.

MRS. HELEN ROOBES REID,
Chairman of the Board, New York Herald
Tribune,
New York, N. Y.

MR. THOMAS P. FIFE,²
Assistant Secretary of Defense,
Department of Defense.

MR. WALTER P. REUTHER,³
President, Congress of Industrial Organi-
zations,
Washington, D. C.

MR. JOHN A. ROOSEVELT,
President, Lee Limited,
New York, N. Y.

MR. IVAN L. WILDER,⁴
Vice President, International Harvester
Co.,
Chicago, Ill.

MR. JOHN MINOR WEDOM,
Attorney,
New Orleans, La.

¹ Mr. Boris Shicklin serves as alternate for Mr. Meany.

² Messrs. Victor Reuther and George L.P. Weaver serve as alternates for Mr. Reuther.

³ Mr. Willis succeeded Mr. John L. McGaffrey who resigned June 16, 1954.

⁴ The Honorable Lloyd F. Marshall, former Under Secretary of Labor, served as Department of Labor representative until October 9, 1953.

⁵ Mr. Fife succeeded The Honorable Charles S. Thomas when Mr. Thomas was named as Secretary of the Navy, May 1, 1954.

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LETTER OF TRANSMITTAL

SEPTEMBER 21, 1954.

MR. PRESIDENT: The President's Committee on Government Contracts submits the first report of its activities in implementing your policy of equal economic opportunity for all qualified persons.

This report is submitted in accordance with the terms of Executive Order 10479 requiring the Committee to make periodic reports of its progress to you. It relates the objectives and accomplishments of the Committee in the short period of time it has been operating.

Our task has just begun. We look forward with determination to helping you and your Administration carry out the objectives of this program.

Respectfully submitted,

FRED LAZARUS JR.
GEORGE B. MCKIBBIN
GEORGE MEANY
JAMES P. MITCHELL
WILLIAM MITCHELL
THOMAS P. PIER
HELEN ROGERS REID

WALTER P. REUTHER
WILLIAM P. ROGERS
JOHN A. ROOSEVELT
J. ERNEST WILKINS
VAN L. WILLIS
JOHN MINOR WISDOM
JAMES C. WORTHY

RICHARD M. NIXON, *Chairman*

EXECUTIVE ORDER 10479¹

ESTABLISHING THE GOVERNMENT CONTRACT COMMITTEE

Whereas it is in the interest of the Nation's economy and security to promote the fullest utilization of all available manpower, and

Whereas it is the policy of the United States Government to promote equal employment opportunity for all qualified persons employed or seeking employment on Government contracts because such persons are entitled to fair and equitable treatment in all aspects of employment on work paid for from public funds; and

Whereas it is the obligation of the contracting agencies of the United States Government and Government contractors to insure compliance with, and successful execution of, the equal employment opportunity program of the United States Government; and

Whereas existing Executive orders require the Government contracting agencies to include in their contracts a provision obligating the Government contractor not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin and obligating the Government contractor to include a similar provision in all subcontracts; and

Whereas a review and analysis of existing practices and procedures of Government contracting agencies show that the practices and procedures relating to compliance with the nondiscrimination provisions must be revised and strengthened to eliminate discrimination in all aspects of employment:

Now, Therefore, by virtue of the authority vested in me by the Constitution and statutes, and as President of the United States, and pursuant to the authority conferred by and subject to the provisions of section 214 of the act of May 3, 1945, 59 Stat. 134, (31 U. S. C. 691), it is ordered as follows:

Section 1. The head of each contracting agency of the Government of the United States shall be primarily responsible for obtaining compliance by any contractor or subcontractor with the said nondiscrimination provisions of any contract entered into, amended, or modified by his agency and of any subcontract thereunder, and shall take appropriate measures to bring about the said compliance.

Sec. 2. The head of each contracting agency shall take appropriate measures, including but not limited to the establishment of compliance procedures, to carry out the responsibility set forth in section 1 hereof.

Sec. 3. There is hereby established the Government Contract Committee, hereinafter referred to as the Committee. The Committee shall be composed of fourteen members as follows:

(a) One representative of the following-named agencies to be designated by the respective heads of such agencies: the Atomic Energy Commission, the Department of Commerce, the Department of Defense,

¹ Executive Order 10479 amended by Executive Order 10482 of August 15, 1953, to increase the Committee Membership from 14 to 15 Members.

the Department of Justice, the Department of Labor, and the General Services Administration.

(b) Eight other members to be appointed by the President. The Chairman and Vice Chairman shall be designated by the President.

Sec. 4. The Committee shall make recommendations to the contracting agencies for improving and making more effective the nondiscrimination provisions of Government contracts. All contracting agencies of the Government are directed and authorized to cooperate with the Committee and, to the extent permitted by law, to furnish the Committee such information and assistance as it may require in the performance of its functions under this order. The Committee shall establish such rules as may be necessary for the performance of its functions under this order, and shall make annual or semiannual reports on its progress to the President.

Sec. 5. The Committee may receive complaints of alleged violations of the nondiscrimination provisions of government contracts. Complaints received shall be transmitted by the Committee to the appropriate contracting agencies to be processed in accordance with the agencies' procedure for handling such complaints. Each contracting agency shall report to the Committee the action taken with respect to all complaints received by the agency, including those transmitted by the Committee. The Committee shall review and analyze the reports submitted to it by the contracting agencies.

Sec. 6. The Committee shall encourage the furtherance of an educational program by employer, labor, civic, educational, religious, and other voluntary nongovernmental groups in order to eliminate or reduce the basic causes and costs of discrimination in employment.

Sec. 7. The Committee is authorized to establish and maintain cooperative relationships with agencies of state and local governments, as well as with nongovernmental bodies, to assist in achieving the purposes of this order.

Sec. 8. The Government agencies (except the Department of Justice) designated in section 3 (a) of this order shall defray such necessary expenses of the Committee as may be authorized by law, including section 214 of the act of May 3, 1945, 59 Stat. 134 (31 U. S. C. 691); provided that no agency shall supply more than 50 percent of the funds necessary to carry out the purposes of this order. The Department of Labor shall provide necessary space and facilities for the Committee. In the case of the Department of Justice the contribution shall be limited to the rendering of legal services.

Sec. 9. Executive Order No. 10308 of December 5, 1951 (16 F. R. 12303) is hereby revoked and the Committee on Government Contract Compliance established thereby is abolished. All records and property of the said Committee are transferred to the Government Contract Committee. The latter Committee shall wind up any outstanding affairs of the abolished Committee.

DWIGHT D. EMBROWER.

THE WHITE HOUSE,
August 13, 1953.

VIII

FOREWORD

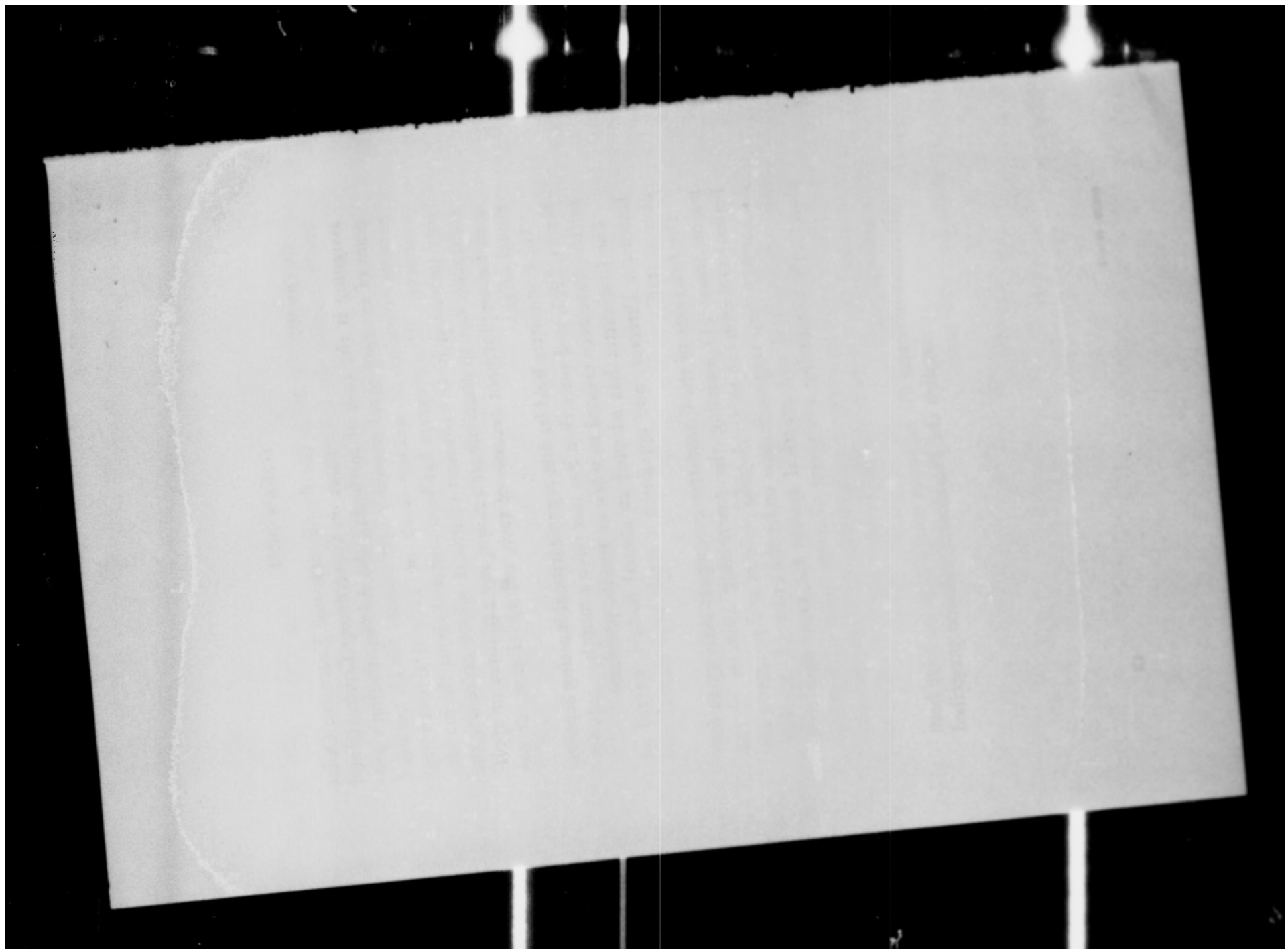
On August 13, 1953, the President issued Executive Order 10479 creating the Committee on Government Contracts and assigning it the task of furthering the Administration's program of securing equal economic opportunity for all qualified persons working or seeking work on Federal Government contracts. This program has been centered about the mandatory provision in Government contracts which obligates the contractor not to discriminate against any employee or applicant for employment because of race, color, religion, or national origin.

The Committee held its first organizational meeting September 14, 1953, and since then has met once a month. Subcommittees have been created to work on specific problems.

The Committee has adopted an annual budget, named an Executive Director, and appointed a small professional and clerical staff.

The functions of the Committee encompass activity in four major areas: (1) assisting the contracting agencies of the Federal Government in developing policies and programs for discharging their responsibilities under the order; (2) developing a methodical and practical system for processing complaints; (3) organizing a program of cooperation with public and private agencies working in this field; and (4) encouraging educational efforts concerning the necessity and desirability of this national policy.

This report indicates the measures which thus far have been undertaken to accomplish the Presidential mission prescribed in the Executive order.



**I. IMPROVING AND MAKING MORE EFFECTIVE THE
NONDISCRIMINATION PROVISIONS OF GOVERN-
MENT CONTRACTS**

From Executive Order 10479:

SEC. 1. The head of each contracting agency of the Government of the United States shall be primarily responsible for obtaining compliance by any contractor or subcontractor with the nondiscrimination provisions of any contract entered into, amended, or modified by his agency and of any subcontract thereunder, and shall take appropriate measures to bring about the said compliance.

SEC. 4. The Committee shall make recommendations to the contracting agencies for improving and making more effective the nondiscrimination provisions of Government contracts. All contracting agencies of the Government are directed and authorized to cooperate with the Committee and, to the extent permitted by law, to furnish the Committee such information and assistance as it may require in the performance of its functions under this order.

The Federal Government's requirements for goods and services constitute a major part of our industrial economy. The national policy states that in the fulfillment of these requirements all available manpower shall be utilized without regard to race, religion, or national origin.

In the furtherance of this national policy the Government requires the inclusion of a standard clause in all contracts obligating the contractor to follow a nondiscriminatory employment policy.

The success of the national policy depends on the degree of compliance that the contracting agencies are able to obtain. There is no quick or simple answer how to best secure compliance because the contracting operations of the Government are so diversified and complex that each agency must develop its own particular compliance program, tailored to its own operating needs. The Committee, being aware that effective procedures are the key to the successful operation of this program, has done the following:

A. Review of Compliance Machinery

In October 1953 Chairman Nixon sent a letter to the 27 principal contracting agencies requesting them to inform him as to what compliance machinery they had already in effect or were contemplating putting into effect in order to carry out the mandate of the President. In their replies the agencies were unanimous in the expression of their desire to cooperate with the Committee.

Shortly after the transmittal of Chairman Nixon's letter the Committee staff started discussions with contracting agencies to explore their problems or to assist them in drafting compliance procedures. Several of the agencies already had some sort of machinery. Other agencies were developing compliance machinery which they wanted to review in light of additional operating experience.

In December 1953 a subcommittee headed by Secretary of Labor Mitchell met with Secretary of the Army Robert T. Stevens, Secretary of the Air Force Harold E. Talbott, and Under Secretary of the Navy Thomas S. Gates, Jr., to discuss what specific measures the military establishments within the Defense Department could take to effectuate the President's program. The Committee realized that great emphasis should be placed on the Military Establishments' activities because they represent over half of the total contractual obligations incurred by the Government.

The three Secretaries expressed their keen desire to cooperate with the Committee and immediately initiated measures to implement the nondiscrimination program.

Evidence of the cooperation received by the Committee from the Department of Defense is indicated by a directive issued in June 1954 by that Department to its military departments implementing and emphasizing the President's Executive Order 10479. This directive clarifies the position of the Department of Defense in relation to the Government Contract Committee's program and will be of great assistance in attaining the Committee's objective of educating many thousands of Government contractors in the steps for making the program effective. The Department of Defense further plans to issue as soon as practicable, through its Armed Services Procurement Regula-

tions, more detailed procedures for the guidance and direction of the armed services.

To assist the various agencies in developing compliance procedures, the Committee has promulgated standards upon which these procedures should be based. These standards are (1) precontractual discussions, (2) reasonable field checks of contracts on a sampling basis, (3) investigation and conciliation of alleged violations, and (4) report system of the experiences of the agencies. It should be emphasized that these standards do not represent any effort to make the compliance program rigidly uniform. They will, however, provide a basis for evaluating whatever programs are developed.

The Committee is acting as a consultant to the agencies in connection with compliance machinery and will provide a guide for agency staff training. Discussions are currently under way between the Defense Department and the other principal contracting agencies and the staff of the President's Committee to develop necessary techniques to further the program.

B. Revision of the Contract Clause

The Committee found that the nondiscrimination clause being used at the time it commenced operations was not sufficiently clear to many contractors. The Committee interpreted the contractual obligation to bar discrimination not only in the initial hiring but also in upgrading, demotion, transfer, recruitment, recruitment advertising, and other incidence of employment.

The Committee also believed it was necessary for the contract provision to require the posting of a notice which would inform the employees and applicants for employment of the obligations of employers and rights of employees under Federal contracts.

Consequently, the Committee, in consultation with the contracting agencies, clarified the current clause to read as follows:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or

other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

The President ratified the Committee's action by issuing an executive order directing the government contracting agencies to insert the revised clause in appropriate contracts.

C. District of Columbia

The President has spoken clearly and forcefully on abolishing inequality of opportunity in the nation's capital. While deploring discrimination in any locality, he has emphasized the importance and necessity of eliminating it at the seat of the National Government.

The Committee gave this problem its early attention. After negotiations with the Board of Commissioners of the District of Columbia, the Commissioners signified their cooperation with the Committee by agreeing, on October 26, 1953, to include the standard nondiscrimination clause in all contracts executed by them, effective November 16, 1953.

For the first time in the 13-year history of Federal anti-discrimination efforts the policy of the District Government conforms with the national policy of equal economic opportunity.

The Committee's efforts have also been directed toward the Chesapeake & Potomac Telephone Co. After negotiations with the Committee the company announced it was taking the first step toward ending a discriminatory employment pattern by transferring two Negro accounting clerks to its downtown central office, and also stated it would review its current employment practice with the aim of ultimately integrating its total work force.

II. PROCESSING COMPLAINTS

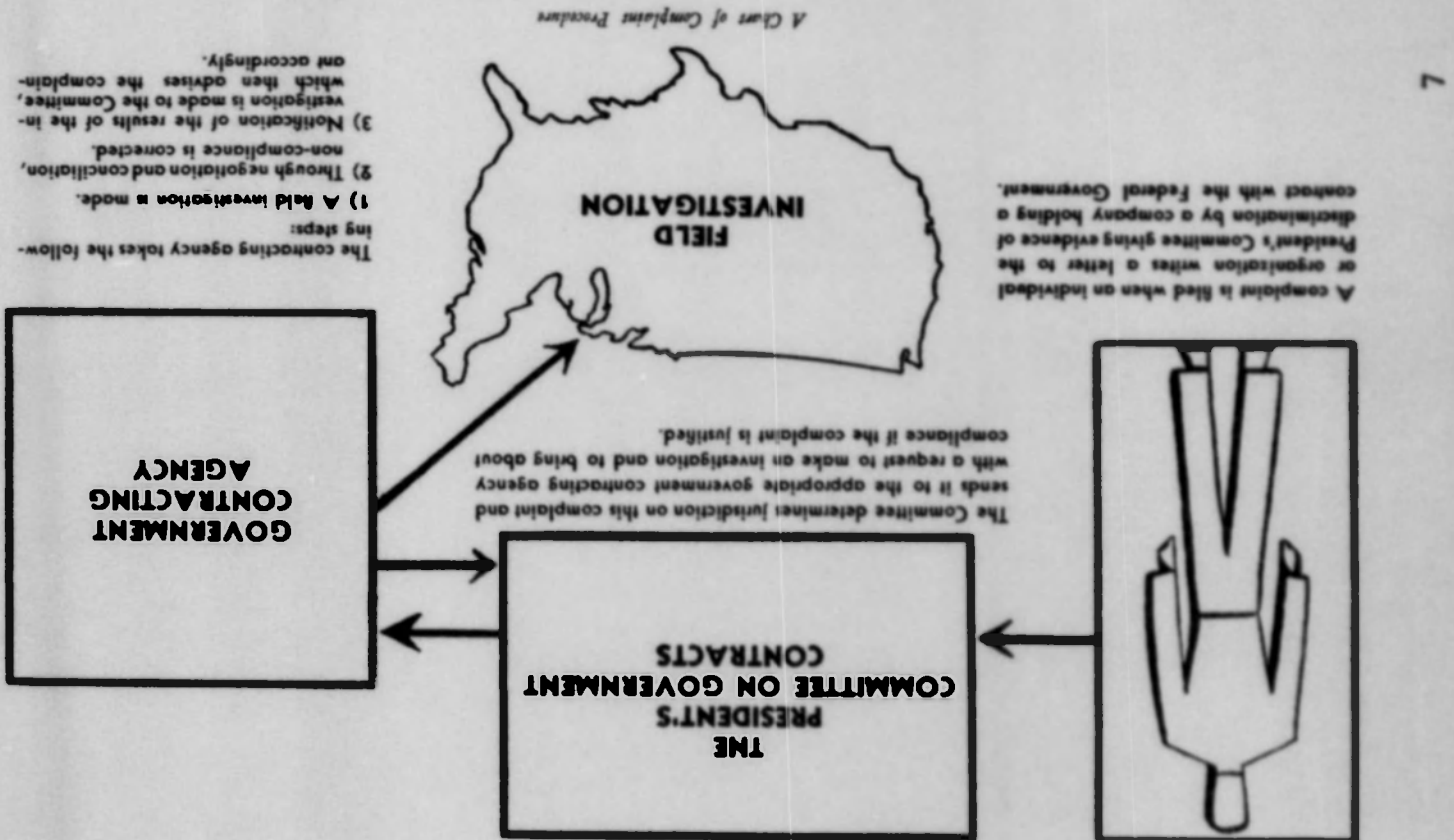
From Executive Order 10479:

SEC. 5. The Committee may receive complaints of alleged violations of the nondiscrimination provisions of Government contracts. Complaints received shall be transmitted by the Committee to the appropriate contracting agencies to be processed in accordance with the agencies' procedure for handling such complaints. Each contracting agency shall report to the Committee the action taken with respect to all complaints received by the agency, including those transmitted by the Committee. The Committee shall review and analyze the reports submitted to it by the contracting agencies.

Immediately following the issuance of the Executive order a number of complaints were received by the Committee alleging noncompliance. The Committee referred these complaints to the appropriate contracting agencies, and concurrently began studies to determine the most effective procedures for handling them. As these complaint procedures are developed they are integrated into the regular administrative procurement machinery of the agencies as a part of their total compliance program.

Of the first 80 complaints filed, 19 involved companies which did not have Government contracts and therefore were not within the scope of the nondiscrimination clause. Eleven others lacked essential information for processing. The remaining cases were sent to the contracting agencies. In 17 cases the contracting agencies quickly made satisfactory reports to the Committee indicating no violation in 6 and remedial action in 11. Thirty-three complaints presented problems which required further study or raised questions which will be resolved as procedures are developed and as standards of compliance are made more specific. Although these initial complaints are no index to the extent of compliance with the national policy, they have given the Committee and the contracting agencies insight into the problems that will be encountered.

To eliminate the wasted effort that results from trying to process inadequately prepared complaints the Committee has developed a guide which sets forth the kind of information which should be included. This guide has been furnished to contracting agencies. The list has also been supplied to the United States Department of Labor's Bureau of Employment Security for use in the field offices of the State Employment services and to responsible private voluntary agencies.



The contracting agency takes the following steps:

- 1) A field investigation is made.
- 2) Through negotiation and conciliation, non-compliance is corrected.
- 3) Notification of the results of the investigation is made to the Committee, which then advises the complainant accordingly.

III. EDUCATION—TO REDUCE THE CAUSES AND COSTS OF DISCRIMINATION IN EMPLOYMENT

From Executive Order 10479:

SEC. 6. The Committee shall encourage the furtherance of an educational program by employer, labor, civic, educational, religious and other voluntary nongovernmental groups in order to eliminate or reduce the basic causes and costs of discrimination in employment.

It is essential that the public, as well as industry and labor, understand the essential relationship between the security and well-being of our Nation and the policy of equal economic opportunity.

It is equally important to have the public know that this policy is already in effect in thousands of industries all over the country and has worked successfully.

To further this general understanding and to spread more widely the knowledge of the applicability of this policy, the Committee has undertaken the following activities:

A. Publications

The Committee has prepared a pamphlet titled "Equal Job Opportunity Is Good Business." The emphasis in the publication is that fair employment policies benefit everyone—industry, labor, and the country as a whole. Several hundred thousand of these pamphlets will be distributed within the next few months, through the cooperation of interested organizations, and it is believed that it will contribute appreciably to the understanding of the President's program. Copies of this pamphlet will be available throughout the nation to business and industry and to private and public agencies concerned with this problem for extensive distribution.

B. Advisory Information Group

The Committee has established an Advisory Group on Public Information composed of the information officers of the six Federal agencies represented on the Committee. This group

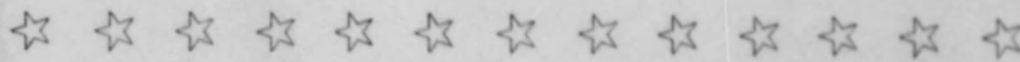
counsels with the Committee on the most effective media and informational techniques to be used in advancing its policies and program.

C. Advertising Council

The Committee has received the cooperation of the Advertising Council in furthering its educational activities. The council has assigned a constituent volunteer advertising agency to assist the Committee in the preparation of appropriate materials.

D. Posting of Public Notice

The Committee has initiated the design and production of a standard poster to provide the public notice of the contractor's agreement to abide by the national policy of equal economic opportunity. The posting of this notice is required by the revised nondiscrimination clause and is provided to all businesses and industries having Government contracts.



Equal Economic Opportunity

This employer has agreed to provide equal employment opportunities in connection with all work performed under contracts with the Federal Government in accordance with national policy.

This employer agrees not to discriminate against any employee or applicant for employment because of race, color, religion, or national origin in connection with:

- EMPLOYMENT, PROMOTION, UNLOADING, OR TRAINING
- RECRUITMENT OR RECRUITMENT ADVERTISING
- RATES OF PAY OR OTHER FORMS OF COMPENSATION
- SELECTION FOR TRAINING INCLUDING APPRENTICESHIP
- LAYOFF OR TERMINATION



Regulations may be addressed to:
PERMANENT DIRECTOR OF EMPLOYMENT OPPORTUNITY
Washington 25, D. C.

These regulations apply to all Federal Government contracts and subcontracts.

U.S. GOVERNMENT PRINTING OFFICE: 1964 O - 345-000

Notice Required for Posting

IV. ESTABLISHING AND MAINTAINING COOPERATION

From Executive Order 10479:

SEC. 7. The Committee is authorized to establish and maintain cooperative relationships with agencies of State and local governments, as well as with nongovernmental bodies, to assist in achieving the purposes of this order.

A. *Meetings with Representatives of Agencies*

Throughout the country there are thousands of local, state and national, private and public organizations which are concerned with the development of equal economic opportunities for all qualified persons. These organizations represent a valuable source of leadership and the Committee is co-operating with them. The Committee, in the furtherance of this objective, has done the following:

It has held two conferences with various national private agencies concerned with discriminatory employment practices. The first took place on November 30, 1953, and was for the purpose of obtaining suggestions from the various agencies as to what they believed the President's Committee should do to implement the Executive order. Out of this mutually helpful meeting 36 specific suggestions were received. It is noteworthy that 27 of the 36 suggestions have been accepted by the Committee and it has several others under study.

The second conference was held on June 16, 1954, and involved the participation of 14 agencies for the purpose not only of receiving their suggestions but for the purpose of relating to them the problems encountered by this Committee and determining what these agencies could do to assist in resolving them.

B. Committee Representation at Conferences

The Committee, both by its members and staff, has been represented at 30 meetings, conferences and institutes conducted by leading private, public, and academic institutions.

At all these meetings the principal emphasis of the Committee's representatives was directed to interpreting the President's program and learning about the problems confronting these organizations which are of concern to the Committee.

CONCLUSION

The President's Executive order provides the basis for making substantial progress toward the national goal of equal economic opportunity.

This national policy is a purposeful expression of our way of life for which men of all races and religions have been willing throughout history to unite. The Committee has been impressed by the willingness of various segments of our national community—industry, labor, and the Government—in developing and expanding economic opportunities for all qualified persons.

We believe that national necessity requires the wise and efficient use of our available manpower resources. Every individual should be permitted to make his maximum contribution to this country's welfare and strength.

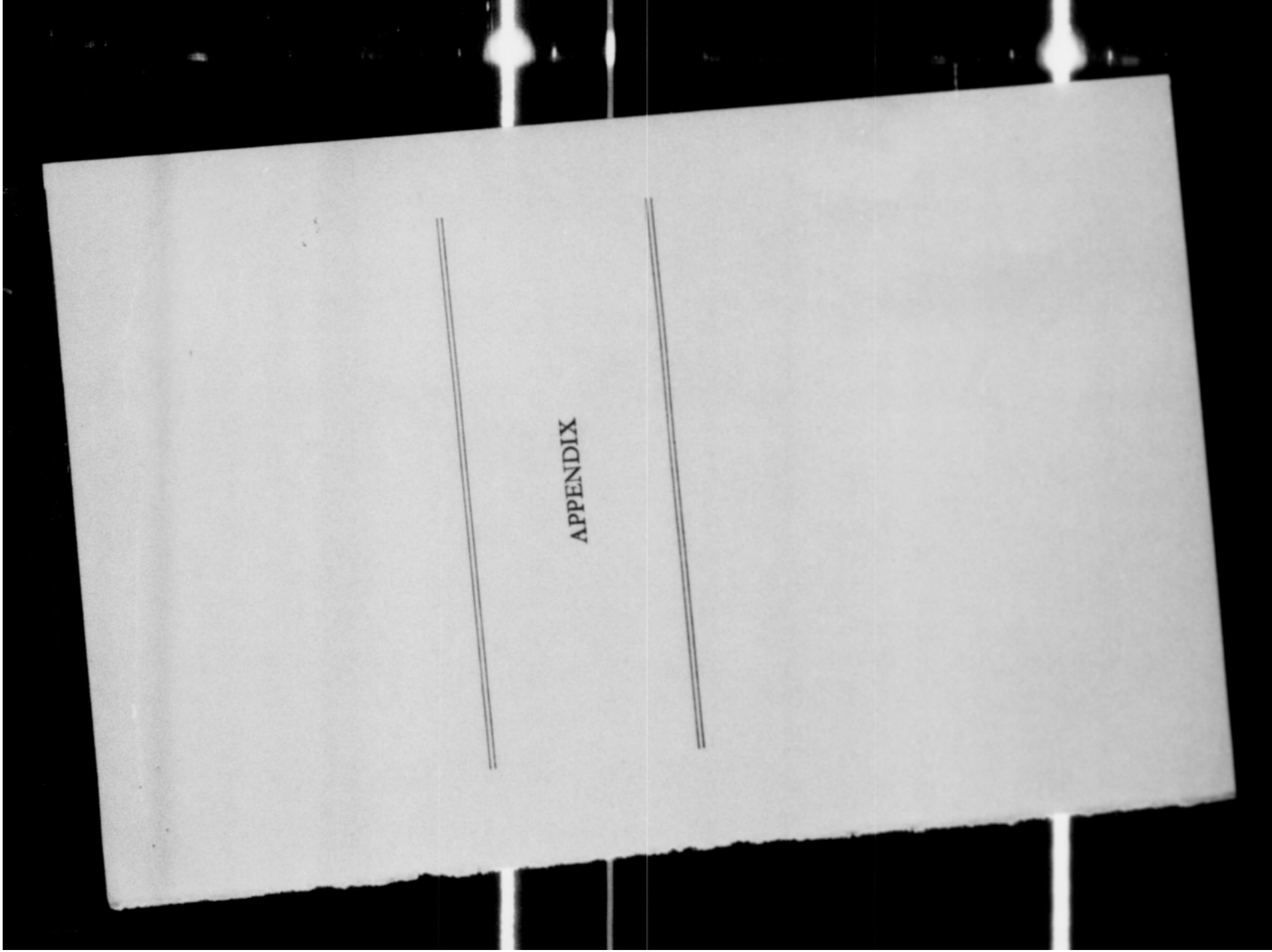
The Committee is grateful for the opportunity to help advance the security and well-being of our country through encouraging equality of economic opportunity for all qualified persons. To this purpose we pledge our continuing efforts.

STAFF OF THE PRESIDENT'S COMMITTEE ON GOVERN-
MENT CONTRACTS

Professional Staff

JACOB SEIDENBERG, Executive Director. LENOIR B. BILLINGER.
CHARLES P. LIVERMORE. ELIZABETH FOSTER.
ALVIN M. RUCKER. CATHERINE C. O'BRIEN.
RAYMOND C. SHELDON. DOROTHY PATTAS.

Clerical and Administrative Staff



APPENDIX A NATIONAL PRIVATE AND PUBLIC AGENCIES COOPERATING WITH THE COMMITTEE

Representatives of the following agencies participated in a Conference called by the Committee, June 16, 1954:

AMERICAN COUNCIL ON HUMAN RIGHTS: Elmer W. Hendrickson, Director.	NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE: Clarence Mitchell, Director, Washington Bureau.
AMERICAN FRIENDS SERVICE COMMITTEE: Thelma Babbitt, Director, National Job Opportunities Program. Richard K. Bennett, Secretary, Community Relations Program.	NATIONAL ASSOCIATION OF INTERGROUP RELA- TIONS OFFICIALS: Marshall Bragdon, Chairman, Department of Municipal Services. Harold Lett, Chairman, Department of State Public Services. Myron Schwartz, Chairman, Department of Local Private Services. Frank Simpson, Chairman, Department of State Public Services.
AMERICAN JEWISH COMMITTEE: Nathaniel Goodrich, Washington Counsel. Edwin J. Lukas, Director, Civil Rights Di- vision.	NATIONAL CATHOLIC WELFARE CONFERENCE: Margaret Gertty, International Secretary, Catholic Conference on Industrial Problems.
AMERICAN JEWISH CONGRESS: Joseph B. Robinson, Counsel, Commission on Law and Social Action. Herman L. Weisberg, Chairman, Commis- sion on Law and Social Action.	NATIONAL COMMUNITY RELATIONS ADVISORY COUNCIL: Arnold Aronson. Rabbi Harry Halpern. Nathan Edelstein. Albert J. Weiss.
ANCIENT EGYPTIAN ARABIC ORDER NOBLE OF THE MYSTIC SHRINE: Raymond E. Jackson, Supreme Pontiff. Nelson Jackson.	NATIONAL CONFERENCE ON CHRISTIANS AND JEWS: David Hyatt, Director, Commission on Labor and Management Organizations.
ANTI-DEFAMATION LEAGUE OF B'NAI B'RITH: Herman Goldstein, Director, Washington Office. Alexander S. Miller, Community Relations Director.	NATIONAL COUNCIL ON CONSCIENCE: Dr. Earl F. Adams, General Director, Wash- ington Office.
JEWISH LABOR COMMITTEE: Elihu M. Marvich, National Field Di- rector. Charles S. Zimmerman, Vice Chairman.	NATIONAL URBAN LEAGUE: R. Maurice Moss, Associate Executive Di- rector. Julius A. Thomas, Director of Industrial Re- lations.

APPENDIX B
MEETINGS WITH PUBLIC AND PRIVATE ORGANIZATIONS IN
WHICH MEMBERS OF THE COMMITTEE OR STAFF HAVE PAR-
TICIPATED

Group	Place	Date
National Association of Intergroup Relations Officials	Minneapolis, Minn.	Nov. 12, 1953
Conference with representatives of 8 private and public agencies	Cincinnati, Ohio	Nov. 23, 1953
Conference with representatives of 11 private agencies	Washington, D. C.	Nov. 30, 1953
Business and Professional Men's Club of Charleston Bureau on Jewish Employment Problems	Charleston, W. Va.	Dec. 17, 1953
Conference with representatives of 10 private and public agencies	Chicago, Ill.	Dec. 30, 1953
Congressman's Washington Seminar--National Council of Churches of Christ in America	Indianapolis, Ind.	Jan. 7, 1954
Institute of Labor and Industrial Relations, University of Illinois	Washington, D. C.	Feb. 24, 1954
Washington Urban League	Urbana, Ill.	Mar. 4, 1954
National Urban League	Washington, D. C.	Mar. 6, 1954
New York State School of Industrial and Labor Relations, Cornell University	New York, N. Y.	Mar. 16, 1954
Kansas City Urban League	Ithaca, N. Y.	Mar. 18, 1954
Business Policy Committee of the Business Advisory Council, Department of Commerce	Kansas City, Kans.	Mar. 19, 1954
Hampson Institute	Washington, D. C.	Apr. 9, 1954
Interracial Club, Swarthmore College	Hampson, Va.	Apr. 22, 1954
Des Moines Chamber of Commerce	Swarthmore, Pa.	Apr. 23, 1954
Eastern States Conference of Commissioners against Discrimination	Des Moines, Iowa	May 6, 1954
Conference with representatives of 14 private and public agencies	Philadelphia, Pa.	June 3, 1954
Ohio Conference of Municipal Community Relations Agencies	Washington, D. C.	June 16, 1954
New Orleans Urban League	Tride, Ohio	June 17, 1954
Illinois Commission on Human Relations	New Orleans, La.	June 24, 1954
Race Relations Institute, Rice University	University of Illinois, Champaign, Ill.	June 26, 1954
Human Relations Institute, American University	Nashville, Tenn.	July 9, 1954
National Association of Colored Women	Washington, D. C.	July 11, 1954
Illinois Commission on Human Relations	Washington, D. C.	Aug. 1, 1954
National Convention, Sisters of the Mystic Shrine (I.O.O.F. N.M.S.)	Washington, D. C.	Aug. 3, 1954
National Urban League	Chicago, Ill.	Aug. 13, 1954
Cambridge Army Club	Adams, City, N. J.	Aug. 19, 1954
Pennsylvania Industrial Relations Commission	Pittsburgh, Pa.	Sept. 7, 1954
	Cambridge, Mass.	Sept. 9, 1954
	Philadelphia, Pa.	Sept. 14, 1954

A GENERAL
STATEMENT
REGARDING
*the Implementation of
the National Program*
for EQUAL
ECONOMIC
Opportunity



THE PRESIDENT'S COMMITTEE
ON GOVERNMENT CONTRACTS
Washington 25, D. C.

THE PRESIDENT'S COMMITTEE ON
GOVERNMENT CONTRACTS

The Honorable RICHARD M. NIXON, *Chairman*
Vice President of the United States

The Honorable JAMES P. MICROSELL, *Vice Chairman*
Secretary of Labor

Fred Lazarus, Jr., President,
Federated Department Stores
Cincinnati, Ohio

Walter P. Reuther,
President
Congress of Industrial
Organizations
Washington, D. C.

George B. M. Kibben

The Honorable
William F. ^{Shaw}
Deputy Attorney General

Washington, D. C.
William Mitchell
General Counsel

John Roosevelt
President, Lee Limited
New York, N. Y.

Ivan L. Wall

James M. Nabors, Jr.
Secretary, Howard University
Washington, D. C.

The Honorable
Thomas P. Pike
Assistant Secretary
Department of Defense

Mrs. Helen Rogers Reid
Chairman of the Board
New York Herald Tribune

The Honorable
James C. Worthy
Assistant Secretary of
Commerce

H. mangelsoni 2716
U. S. GOVERNMENT PRINTING OFFICE
New York, N. Y.

Foreword

Executive Orders 10479 and 10557 set forth specific responsibilities to be assumed by the President's Committee on Government Contracts and by the contracting agencies of the Government. General implementing recommendations are essential to the success of the program. This document presents general recommendations which have been cooperatively developed and agreed to by the President's Committee on Government Contracts and the principal contracting agencies of the Government to achieve uniformity of approach toward the ultimate goal of equal employment opportunity.

While the Executive orders contemplated that each of the numerous contracting agencies of the Government will carry out its responsibilities in implementing the nondiscrimination program within the framework of its own organizations and procedures, it is considered desirable that there should be a common basic pattern of approach for all agencies. This common basic pattern should be based on cooperation and coordination with industry.

The program involves two aspects—educational and procedural. While administrative compliance

procedures involve phases of the educational program, we believe that the purposes of the national program can best be served through separate development of these two aspects. This particular document deals with procedural aspects.

The purpose of this pamphlet is to provide guidance for the contracting agencies of Government and the representatives of industry who are responsible for the successful execution of Government contracts.

January 1955

The following information is intended to provide guidance to the contracting agencies of Government and the representatives of industry who are responsible for the successful execution of Government contracts. This information is intended to provide guidance to the contracting agencies of Government and the representatives of industry who are responsible for the successful execution of Government contracts.

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Implementation

The implementation of Executive Orders 10479 and 10557 consists of eliminating discrimination under Government contracts to the extent provided in the nondiscrimination clause set forth in Executive Order 10557. This necessarily involves the distribution of information, the conduct of compliance reviews, investigations of allegations of non-compliance, and where necessary, successful execution of appropriate compliance action.

A. *Distribution of Information*

(1) General information relating to the nondiscrimination program will normally be distributed by the President's Committee on Government Contracts. Such information may be transmitted either through governmental or non-governmental channels.

(2) Information relating to contractual provisions will be transmitted through the

contracting agencies and will be made available to contractors to the extent and in the manner provided in the regulations of each of the contracting agencies.

B. Compliance Reviews

Contracting agencies should provide in their regulations a requirement for review and appraisal of contractor's compliance with the provisions of the nondiscrimination clause. The compliance review is a means whereby progress in the nondiscrimination program may be measured, and invaluable information furnished to the President's Committee on Government Contracts in furtherance of the educational phase of the program. The frequency and scope of compliance reviews are matters to be decided internally by the Contracting Agencies.

However, it should be recognized that these reviews afford an excellent opportunity for furtherance of the nondiscrimination pro-

gram through education, mediation, conciliation, and cooperative development of the program with industry. Information developed by the contracting agencies during compliance reviews will assist the Committee on Government Contracts in the preparation of their reports to the President.

Suggestions for a compliance review are set forth below:

(1) Observe whether the contractor has complied with the provisions of the nondiscrimination clause in:

- (a) Posting of notice;
- (b) Including the clause in his subcontracts;
- (c) Recruitment and employment;
- (d) Upgrading;
- (e) Layoff, termination or transfer;
- (f) Establishing rates of pay or other compensation;
- (g) Selection for training, including apprenticeship.

(2) Observe the employment pattern of the contractor with respect to compliance with the terms of the contract.

(3) Offer such appropriate suggestions as might assist the contractor in complying with his contractual obligations.

C. Investigations

Where allegations are made that a contractor is not in compliance with the provisions of the nondiscrimination clause, appropriate action should be taken by the contracting agency to assure prompt investigation of these allegations.

Such an investigation should generally include:

(1) An interview with the complaining individual to confirm whatever allegations are made in the complaint and to obtain whatever additional information may be necessary for an effective investigation;

(2) A review with responsible representatives of management of the pertinent personnel practices;

(3) A review of the circumstances under which noncompliance is alleged to exist or have existed; and

(4) A review of such other factors as may be relevant in determining whether the contractor or subcontractor is in compliance with the provisions of the nondiscrimination clause in his contract or subcontract.

Recognizing that differences exist in the administrative policies and procedures of the various contracting agencies, we have purposely refrained from suggesting specific questions or a specific *modus operandi* in connection with the conduct of investigations.

D. Compliance Action

Contracting agencies from time to time during compliance review or investigations

may advance suggestions to contractors designed to improve the general performance of contractors with respect to the nondiscrimination policy. In some instances these suggestions may be advanced formally and in other instances informally. Except as taken by the contractor to these suggestions should receive most careful consideration. The object of the Government agencies should be to make every effort to develop this program on a cooperative basis with contractors.

E. Reports

From time to time reports will be requested by the President's Committee. In general these reports will be concerned with the following aspects of the compliance program:

- (1) Regulations and administrative machinery for determining noncompliance and for obtaining corrective action.
- (2) The operating experience of the agencies in connection with this program.

(3) Reports of compliance investigations and actions.

Since the President's Committee on Government Contracts is required to make periodic reports to the President, it plans to use the submitted reports as a basis for evaluating the programs of the agencies and their effects on the problems of discrimination in employment, and as a basis for submitting recommendations to the President for making the national program more effective.

Executive Order 10479

ESTABLISHING THE GOVERNMENT
CONTRACT COMMITTEE

Whereas it is in the interest of the Nation's economy and security to promote the fullest utilization of all available manpower; and

Whereas it is the policy of the United States Government to promote equal employment opportunity for all qualified persons employed or seeking employment on Government contracts because such persons are entitled to fair and equitable treatment in all aspects of employment on work paid for from public funds; and

Whereas it is the obligation of the contracting agencies of the United States Government and Government contractors to insure compliance with, and successful execution of, the equal employment opportunity program of the United States Government; and

Whereas existing Executive orders require the Government contracting agencies to include in their contracts a provision obligating the Government contractor not to discriminate against any employee or applicant for employment because of race, creed,

color, or national origin and obliging the Government contract to include a similar provision in all subcontracts; and

Whereas a review and analysis of existing practices and procedures of Government contracting agencies show that the present procedures relating to compliance with the non-discrimination provisions must be revised and strengthened to eliminate discrimination in all aspects of employment;

Now, therefore, by virtue of the authority vested in me by the Constitution and statutes, and as President of the United States, and pursuant to the authority conferred by and subject to the provisions of section 214 of the act of May 3, 1945, 59 Stat. 134 (31 U. S. C. 691), it is ordered as follows:

Section 1. The head of each contracting agency of the Government of the United States shall be primarily responsible for obtaining compliance by any contractor or subcontractor with the nondiscrimination provisions of any contract entered into, amended, or modified by his agency and of any subcontract thereunder, and shall take appropriate measures to bring about the said compliance.

Section 2. The head of each contracting agency shall take appropriate measures, including but not

limited to the establishment of compliance procedures, to carry out the responsibility set forth in section 1 hereof.

Section 3. There is hereby established the Government Contract Committee, hereinafter referred to as the Committee. The Committee shall be composed of fourteen members as follows:

(a) One representative of the following named agencies to be designated by the respective heads of such agencies: the Atomic Energy Commission, the Department of Commerce, the Department of Defense, the Department of Justice, the Department of Labor, and the General Services Administration.

(b) Eight other members to be appointed by the President. The Chairman and Vice Chairman shall be designated by the President.

Section 4. The Committee shall make recommendations to the contracting agencies for improving and making more effective the nondiscrimination provisions of Government contracts. All contracting agencies of the Government are directed and authorized to cooperate with the Committee and to the extent permitted by law, to furnish the Committee such information and assistance as it may require in the performance of its functions under this order. The Committee shall establish such

rules as may be necessary for the performance of its functions under this order, and shall make annual or semiannual reports on its progress to the President.

Section 5. The Committee may receive complaints of alleged violations of the nondiscrimination provisions of Government contracts. Complaints received shall be transmitted by the Committee to the appropriate contracting agency to be processed in accordance with the agency's procedure for handling such complaints. Each contracting agency shall report to the Committee the action taken with respect to all complaints received by the agency, including those transmitted by the Committee. The Committee shall review and analyze the reports submitted to it by the contracting agencies.

Section 6. The Committee shall encourage the furtherance of an educational program by employer, labor, civic, educational, religious, and other voluntary nongovernmental groups in order to eliminate or reduce the basic causes and costs of discrimination in employment.

Section 7. The Committee is authorized to establish and maintain cooperative relationships with agencies of State and local governments, as well as with nongovernmental bodies, to assist in achieving the purposes of this order.

Section 8. The Government agencies (except the Department of Justice) designated in section 3 (a) of this order shall defray such necessary expenses of the Committee as may be authorized by law, including section 214 of the act of May 3, 1945, 59 Stat. 134 (31 U. S. C. 691); provided that no agency shall supply more than 50 percent of the funds necessary to carry out the purposes of this order. The Department of Labor shall provide necessary space and facilities for the Committee. In the case of the Department of Justice the contribution shall be limited to the rendering of legal services.

Section 9. Executive Order No. 10308 of December 5, 1951 (16 F. R. 12393) is hereby revoked and the Committee on Government Contract Compliance established thereby is abolished. All records and property of the said Committee are transferred to the Government Contract Committee. The latter Committee shall wind up any outstanding affairs of the abolished Committee.

THE WHITE HOUSE
August 13, 1953.

Executive Order 10557

APPROVING THE REVISED PROVISION IN
GOVERNMENT CONTRACTS RELATING
TO NONDISCRIMINATION IN EMPLOY-
MENT

Whereas the contracting agencies of the United States Government are required by existing Executive orders to include in all contracts executed by them, a provision obligating the contractor not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and obligating the contractor to include a similar clause in all subcontracts, and

Whereas the Committee on Government Contracts is authorized by Executive Order 10476, as amended, to make recommendations to the contracting agencies for improving and making more effective the nondiscrimination provision of Government contracts, and

Whereas the Committee on Government Contracts, in consultation with the principal contracting agencies of the Government, has recommended that

[illegible]

and strengthen the provisions of the existing orders, it is ordered as follows:

Section 1. The contract provision relating to nondiscrimination in employment, recommended by the Committee on Government Contracts, is hereby approved.

Section 2. The contracting agencies of the Government shall hereafter include the approved nondiscrimination provision in all contracts executed by them on and after a date ninety days subsequent to the date of this order, except:

a. contracts and subcontracts to be performed outside the United States where no recruitment of workers within the limits of the United States is involved; and

b. contracts and subcontracts to meet other special requirements or emergencies, if recommended by the Committee on Government Contracts.

Section 3. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this order.

THE WHITE HOUSE

September 3, 1954

STATE OF THE PRESIDENT'S COMMITTEE

ON

GOVERNMENT CONTRACTS

Professional Staff

Jacob S. Scharberg

Executive Director

Samuel Abell

Charles P. Laverne

Raymond C. Shekody

Clerical and Administrative Staff

Doris E. Hollingsworth

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Dorothy Paulsen

Hortense B. Thompson

PRINCIPAL CONTRACTING AGENCIES

Department of Agriculture
Atomic Energy Commission
Central Intelligence Agency
Department of Commerce
Department of Defense
Defense Materials Procurement Agency
Federal Civil Defense Administration
Federal Communications Commission
Federal Power Commission
Federal Trade Commission
General Accounting Office
General Services Administration
Government Printing Office
Department of Health, Education, and Welfare
Housing and Home Finance Agency
Department of the Interior
Department of Justice
Department of Labor
National Advisory Committee for Aeronautics
Panama Canal Company
Post Office Department
Railroad Retirement Board
Selective Service System
Department of State
Tennessee Valley Authority
Department of the Treasury
Veterans Administration

The President's Committee on Government Contracts Washington 25, D.C.

Richard Nixon, Chairman



MEMORANDUM NO. 1 - PRESIDENT'S COMMITTEE ON GOVERNMENT CONTRACTS - FEBRUARY 1955

INFLATION PLAN PUBLISHED

The President's Committee has just issued a GENERAL STATEMENT REGARDING THE INFLATION OF THE NATIONAL PROGRAM FOR EQUAL ECONOMIC OPPORTUNITY. The 17-page brochure which was prepared in cooperation with the principal contracting agencies sets forth in detail the consequences for implementing the Federal Government's non-discrimination program.

The pamphlet discusses the procedures agreed upon by the contracting agencies and the President's Committee on Government Contracts for the distribution of information; the inflation and scope of compliance; the conduct of investigations; compliance reviews and reports.

In the section dealing with the distribution of information, guidelines are set forth in dealing the kind of information the contracting agencies will transmit. Compliance reviews will be carried on by the contracting agencies on a periodic spot-check basis. They will also provide occasional for advancing suggestions to contractors as to how they can improve their compliance with the program. Previously, the inflation of compliance action was dependent almost exclusively on the filing of complaints.

The pamphlet also sets forth in some detail the action the agencies will take in making investigations of complaints. Compliance actions designed to improve the general performance of the non-discrimination program may be undertaken in either a formal or informal manner. Exceptions to any compliance suggestions may be taken by the contractors and will receive careful consideration.

(continued on page 4)

CAPITAL BUSSES DROP RACE BARS

The Capital Transit Company of Washington, D.C., announced on January 12, 1955, it was adopting immediately an employment policy "without racial considerations." The Union representing the employees said in the same statement it "will cooperate wholeheartedly in the fulfillment of the company's new policy."

Two Negro employees were upgraded immediately after the announcement and are now in training. This action came after 14 months of negotiations by the President's Committee on Government Contracts. The policy of the Capital Transit Company has been a national issue for many years. Three years of negotiations under the old Fair Employment Practices Commission collapsed in 1946 when the Committee was unable to enforce a directive to the company requiring them to eliminate discrimination in their employment policies.

VICE PRESIDENT NIXON'S STATEMENT

"As Chairman of the President's Committee on Government Contracts, it is a source of great satisfaction to learn that the Capital Transit Company has instituted a policy of non-discriminatory employment, and that this policy will have the same cooperative and supportive of the labor union which bargain collectively for this company's workers. The President's Committee has devoted considerable time and effort to assist in carrying out the President's promise to all those segregation and discrimination in the nation's Capital."

The action of the company represents a significant advance in our efforts to redeem this pledge. The steps which the company has taken to provide equal economic opportunity for qualified persons is a testament (continued on page 4)

IMPROVING AND MAKING MORE EFFECTIVE THE NONDISCRIMINATION PROVISIONS OF GOVERNMENT CONTRACTS

COMPLAINT ACTIVITY

As of January 15, 1965, the President's Committee on Government Contracts had received 104 complaints. Of the 104 complaints received, 25 were not processed due to lack of jurisdiction or inadequate information. 37 cases have been closed due to approval of contracting agency action. The approval means either that the investigation revealed compliance with the non-discrimination clause or that violation of the clause have been corrected. A violation of the non-discrimination clause was found in 12 of the 37 cases and compliance action has been taken by the contractor. Forty-two cases are still in process. 15 of these cases are awaiting the completion of the investigation; 4 are pending the receipt of additional information; 13 present problems which are under study by special Sub-Committees; 10 are before the Sub-Committee on Review pending further action.

Sub-Committee on Review

The key element in the compliance procedures of the President's Committee is the Sub-Committee on Review. This Committee is headed by Deputy Attorney General William P. Rogers and includes Thomas P. Pile, Assistant Secretary of Defense; William Mitchell, General Counsel; Attilio Borio, Commission; George B. Mokibitz, Consultant to the Administrator, General Services Administration. The Committee also included a representative designated by the Secretary of Commerce. During his recent resignation, this representative was James C. Morley, Assistant Secretary of Commerce. All of the investigations of complaints which are made by the various contracting agencies are reviewed by this Committee.

PROCEDURES FOR FILING COMPLAINTS ISSUED

Attached to this newsletter is a copy of a new publication of the President's Committee on Government Contracts giving instructions for the filing of complaints of discrimination on federal contracts. Several thousand of these will be distributed through State employment services. Copies are also available for general distribution to individuals and organizations.

FROM CASE FILES - Each issue of this newsletter will contain summaries of cases representing action by one of the major government agencies.

Case No. 29

The following cases represent action taken by the Department of Defense.

Two complainants alleged that a company engaged in making components for jet airplanes in the Midwest refused to employ Negroes. The Government agency (Defense Department) having a contract with the company made an investigation and reported that Negroes were employed but only in janitorial positions. The company maintained it did not discriminate but lacked qualified Negro applicants. As a result of direct contact between company officials and the contracting agency, the company agreed that it would review its recruitment policies and that new applicants would be hired on the basis of merit only. Shortly thereafter the State Anti-Discrimination Commission in that area advised the President's Committee that it regarded the complaint as resolved and has subsequently advised the President's Committee the company has hired several qualified Negroes in skilled positions.

Case No. 36

A local organization complained that an automotive and airplane parts manufacturer located in its midst was discriminating in its employment practices by filling janitorial job orders and including questions on its application forms designed to establish the race and religion of the applicant. These practices differed with various departments of the plant and at times were directed against Jews, Catholics, and Protestants.

The Government agency involved (Department of Defense-Army) conducted an investigation which resulted in the company amending their application forms, issuing a memorandum to all divisions of the company advising company policy of merit hiring only and notifying company recruitment sources of this policy and directing them to refer qualified individuals regardless of race, religion, or national origin.

Case No. 2

An independent agency reported that a Midwest precision tool manufacturer refused to hire qualified Negro applicants as a matter of company policy. The Government agency (Defense-Air Force) making the investigation stated there was no discrimination by the company as Negro applicants filed in complaint were not qualified. The report did indicate, however, that no Negroes had ever been hired for production work. A representative was requested by the President's Committee on Government Contracts which resulted in a conference among States employment service representatives, the independent agency as complainant, and company officials to review the recruiting policies of the company. As a consequence Negroes were hired for skilled positions.

JAMES M. MORLEY, JR. - APPOINTED

President Eisenhower recently announced the appointment of James M. Morley, Jr. to the President's Committee on Government Contracts. Mr. Morley is nationally known for his work in civil rights. He is the Secretary of Howard University and a member of its law school faculty.

EQUAL OPPORTUNITIES PAMPHLET WELL RECEIVED

Two hundred fifty thousand copies of Equal Job Opportunity is Good Business have been distributed since its release in September 1964. Requests for it have come from all parts of the country. The pamphlet, which describes the national equal job opportunity program and progress which has been made in eliminating discrimination because of race, religion or national origin, was designed especially for contractors. However, both the CIO and AFI have made extensive distributions of it as have national and local private organizations. They are doing well at all.

In September 1964, Vice President Nixon wrote to directors and officers of several hundred of the principal contractors with the Federal Government urging their cooperation with the National Equal Job Opportunity program and enclosing a copy of this pamphlet. The response to the Vice President's letter was overwhelmingly favorable. Following are quotations from two of these replies.

"...We have noted the booklet which was prepared by the Committee on Government Contracts and wish to assure you that United States Steel, since its organization in 1901, has pursued its primary objective which is the production of steel of the highest quality to meet the quantity requirements of its customers and the nation. In achieving this objective, which requires the most modern and efficient equipment, we shall continue to seek employees with the highest degree of skill and ability in every location, without regard to race, creed, color or national origin." C. P. Hood, President, United States Steel Corporation.

"...It is a pleasure for me to have this opportunity of congratulating you and your fellow Committee members on the outstanding work being done in encouraging nondiscrimination within the Government's contracting agencies. The combination and expansion of your Committee's program throughout the American industrial community is, I believe, the very best means of assuring equality of opportunity for all Americans. And in this you can be assured of the full support of myself and my associates within our entire organization. Those of us in International Business Machines Corporation.

Equal Economic Opportunity

The employee has agreed to provide equal employment opportunities to all persons without regard to race, color, religion, sex, or national origin. This agreement is a condition of the contract.

1. The employee agrees not to discriminate against any person in employment because of race, color, religion, sex, or national origin.

2. The employee agrees not to discriminate against any person in employment because of race, color, religion, sex, or national origin.

3. The employee agrees not to discriminate against any person in employment because of race, color, religion, sex, or national origin.

4. The employee agrees not to discriminate against any person in employment because of race, color, religion, sex, or national origin.

5. The employee agrees not to discriminate against any person in employment because of race, color, religion, sex, or national origin.

6. The employee agrees not to discriminate against any person in employment because of race, color, religion, sex, or national origin.

7. The employee agrees not to discriminate against any person in employment because of race, color, religion, sex, or national origin.

8. The employee agrees not to discriminate against any person in employment because of race, color, religion, sex, or national origin.

9. The employee agrees not to discriminate against any person in employment because of race, color, religion, sex, or national origin.

10. The employee agrees not to discriminate against any person in employment because of race, color, religion, sex, or national origin.

Above is a reproduction of the notice all Government contractors are required to post.

The President's Committee on Government Contracts NEWSLETTER

Washington 25, D.C.
Richard Nixon, Chairman



MEMORANDUM NO. 1 - PRESIDENT'S COMMITTEE ON GOVERNMENT CONTRACTS - FEBRUARY 1955

INFORMATION PLAN PUBLISHED

The President's Committee has just issued a general statement regarding the implementation of the National Program for Equal Economic Opportunity. The 17-page brochure which was prepared in cooperation with the principal contracting agencies sets forth in detail the commitments for implementing the Federal Government's non-discrimination program.

The pamphlet discusses the procedures agreed upon by the contracting agencies and the President's Committee on Government Contracts for the distribution of information on the implementation and scope of compliance reviews; the conduct of investigations; compliance sections and reports.

In the section dealing with the distribution of information, guides are set forth in detail for the kind of information the Committee will distribute as distinguished from the kind of information the contracting agencies will transmit.

Compliance reviews will be carried on by the contracting agencies on a periodic basis. They will also provide occasional for advancing suggestions to contractors as to how they can improve their compliance with the program. Previously, the initiation of compliance action was dependent almost exclusively on the filing of complaints.

The pamphlet also sets forth in some detail the section the agencies will take in making investigations of complaints. Compliance sections designed to improve the general performance of the non-discrimination program may be undertaken in either a formal or informal manner. Exceptions to any compliance suggestions may be taken by the non-discrimination agencies and will receive careful consideration. (continued on page 4)

CAPITAL BUSES DROP RACE BARS

The Capital Transit Company of Washington, D.C., announced on January 13, 1955, it was adopting immediately an employment policy "without racial considerations." The Union representing the employees said in the same statement it "will cooperate wholeheartedly in the fulfillment of the company's new policy."

The Metro employees were upgraded immediately after the announcement and are now in training.

This action came after 14 months of negotiations by the President's Committee on Government Contracts. The policy of the Capital Transit Company has been a national issue for many years. Three years of negotiations under the old Fair Employment Practices Commission ended in 1945 when the Committee was unable to enforce a directive to the company requiring them to eliminate discrimination in their employment policies.

VICE PRESIDENT NIXON'S STATEMENT

"As Chairman of the President's Committee on Government Contracts, it is a source of great satisfaction to learn that the Capital Transit Company has instituted a policy of non-discriminatory employment, and that this policy will have the active cooperation and support of the labor union which bears collectively for this company's workers.

The President's Committee has devoted considerable time and effort to assist in carrying out the President's promise to eliminate segregation and discrimination in the Nation's Capital.

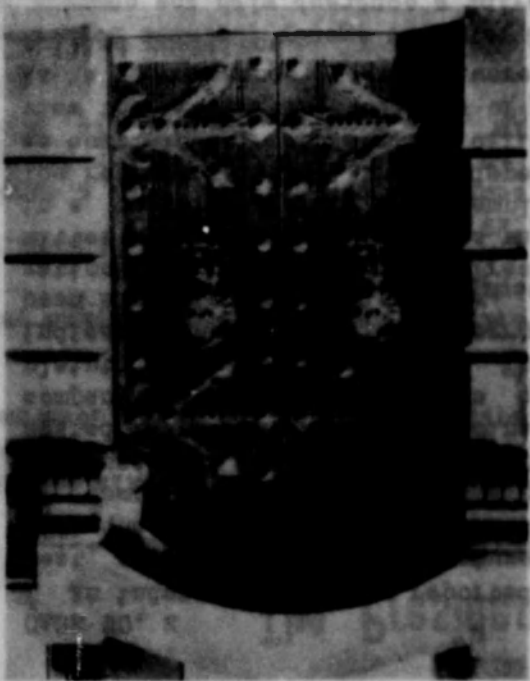
The action of the company represents a significant advance in our efforts to redress this plague. The steps which the company has taken to provide equal economic opportunity for qualified persons is a testament (continued on page 4)

THERE ARE NO CLOSED DOORS

When you apply for a job with a Government contractor, jobs must be filled on the basis of qualifications, not race, religion or national origin.

This is the policy of your Government.

PRESIDENT'S COMMITTEE ON GOVERNMENT CONTRACTS - WASHINGTON 25, D. C.



LABOR AND STATE AGENCIES CONFERENCES

The President's Committee on Government Contractors has scheduled two conferences with representatives of groups concerned with the enforcement of the non-discrimination clause in Federal contracts. On March 16 the Committee will meet with representatives of organized labor. It is also planning a conference with State and municipal officials. The date for this meeting has been set for April 19, 1966.

The Committee held a conference with the principal trade and industrial associations on December 16, 1964 and another with national private agencies in May of 1964.

STATEMENT (continued from page 1)

to the ideal of human dignity and liberty shared by all of us. In this connection, I should like to acknowledge with appreciation the efforts of John A. Roosevelt who has represented the President's Committee in the negotiations with the interested parties.

On behalf of the President and members of our Committee, I congratulate all the parties for seeking to utilize effectively one of our country's most important assets - manpower - and contributing toward the economic integration of our nation.

CAR CARD CAMPAIGN LAUNCHED

In cooperation with the Advertising Council, 350 transit systems throughout the country will post 55,000 car cards (illustration above) publicizing the national program of Equal Job Opportunity. Extra copies of car cards are available in listed quarters for display by local agencies. Any reactions to these car cards from communities where they appear would be appreciated. Information about the communities where they are posted is available from the President's Committee.

COPIES OF FIRST REPORT AVAILABLE

Copies of the First Annual Report of the President's Committee on Government Contractors are available to interested agencies and individuals. The report gives the background of the work of the President's Committee on Government Contractors and describes the accomplishments of the first phase of the Committee's program. Copies may be obtained by writing to the President's Committee on Government Contractors, Washington 25, D.C.

INFORMATION (continued from page 1)

The Committee will request the contracting agencies to furnish it with reports on a periodic basis for the purpose of determining the operating effectiveness of the contracting agencies as well as for obtaining data to be used in the Committee's annual report to the President.



Equal Economic Opportunity

This employer has agreed to provide equal employment opportunities in connection with all work performed under contracts with the Federal Government in accordance with national policy.

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This employer agrees not to discriminate against any employee or applicant for employment because of race, color, religion, or national origin in connection with:

- EMPLOYMENT, DEMOTION, UPGRADING, OR TRANSFER
- RECRUITMENT OR RECRUITMENT ADVERTISING
- RATES OF PAY OR OTHER FORMS OF COMPENSATION
- SELECTION FOR TRAINING INCLUDING APPRENTICESHIP
- LAYOFF OR TERMINATION



Inquiries may be addressed to

PRESIDENT'S COMMITTEE ON GOVERNMENT CONTRACTS

Washington 25, D. C.

Federal contracts require the posting of this notice at conspicuous places available to employees and applicants for employment.

President's Committee on Government Contracts
Conference with Leaders of American Labor
March 15, 1955
2:30 P. M.
Conference Room "B" - Interdepartmental Auditorium
Washington 25, D. C.

Presiding: Secretary of Labor James P. Mitchell

1. Welcome
Vice President Richard Nixon
Chairman, President's Committee on Government Contracts

2. The Federal Program for Equal Job Opportunity
Secretary of Labor James P. Mitchell

3. The Role of the Contracting Agency
Assistant Secretary of Defense for Procurement T. F. Pike

4. Union Activities Affecting the Program
Mr. George L-P Weaver and Mr. Bert Selzman, alternates
respectively for Mr. Walter Reuther and Mr. George Meany,
members of the President's Committee on Government Contracts.

5. General Discussion of the Role of Organized Labor in the
National Program.

6. Summary
Mr. Jacob Selzenberg, Executive Director
President's Committee on Government Contracts

7. Closing Remarks
Secretary Mitchell

TEMPERATURE LIST OF REPRESENTATIVES ATTENDING LABOR CONFERENCE
AMERICAN FEDERATION OF LABOR

Mr. Dave Beck, President
International Brotherhood of
Teamsters, Chauffeurs,
Warehousemen, and Helpers
of America

Mr. Andrew J. Blumenthal
National Legislative Committee
American Federation of Labor

Mr. Theodore E. Brown
Director of Research and Education
Brotherhood of Sleeping Car Porters

Mr. Otis Burdove
Legislative Representative
International Brotherhood of
Electrical Workers

Mr. John D. Connors
Director of Education
Department of Education

Mr. Frank Coenen
Director of Research
United Textile Workers of
America

Mr. A. J. Hayes, President
International Association of
Machinists

Mr. Peter Henle
Assistant Director of Research
American Federation of Labor

Mr. Lewis G. Hines
Special Representative
American Federation of Labor

Mr. Peter McGavin
Assistant Director of Organization
American Federation of Labor

Mr. John O'Hare, President
Tobacco Workers International
Union

Mr. Philip Pearl
Director of Information
American Federation of Labor

Mr. E. H. Williams
Regional Director
American Federation of Labor

NEGOTIATIVE LIST OF REPRESENTATIVES ATTENDING LABOR CONFERENCE
CONGRESS OF INDUSTRIAL ORGANIZATIONS

Mr. Solomon Barkin
Director of Research
Textile Workers Union of
America

Mr. James Carey
Secretary-Treasurer
Congress of Industrial Organizations

Mr. Richard Cartier
International Union of Electrical,
Radio and Machine Workers

Mr. J. P. Covington
International Vice President
United Transport Service Employees

Mr. William R. Dunn
Assistant to the President
Communications Workers of
America

Mr. Arthur J. Goldberg
General Counsel
Congress of Industrial Organizations

Mr. Al Hartnett
Secretary-Treasurer
International Union of Electrical,
Radio and Machine Workers

Mrs. Basile Hillman
Vice President
Associated Clothing Workers

Mr. Russell Tasley
Vice President
United Packinghouse Workers of
America

Mr. George Maher
Executive Secretary
National Association of Broadcast
Employees and Technicians

Mr. Cecil Martin
Secretary-Treasurer
United Gas, Coke and Chemical
Workers

Mr. William H. Oliver, Co-Director
Fair Practices and Anti-Discrimination
Committee
United Automobile, Aircraft,
Agricultural Implement Workers
of America

Mr. Harry Read, Executive Assistant
to Secretary Treasurer
Congress of Industrial Organizations

Mr. Francis Shana, Secretary
United Steelworkers of America

Mr. Charles Tabl
Research and Publicity Director
United Furniture Workers of America

Mr. James Turner
United Rubber, Cork, Linoleum and
Plastic Workers of America

Mr. Boyd L. Wilson
International Representatives
United Steelworkers of America

RAILROAD BROTHERHOOD
TENTATIVE LIST OF REPRESENTATIVES ATTENDING LABOR CONFERENCE

Mr. L. V. Byrnes
National Labor Representative
Brotherhood of Locomotive Engineers
Mr. W. D. Johnson
Vice President
Order of Railway Conductors and
Firemen of America
Mr. W. P. Kennedy
President
Brotherhood of Railroad Trainmen
Mr. A. M. Lamprey
Vice President
Brotherhood of Locomotive Firemen
and Enginemen
* * * * * UNAFFILIATED * * * * *
Mr. John J. Hites
Assistant to the President
United Mine Workers of America